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VOL. XL., No. 41.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 8, 1896.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

CURRENT TOPICS.

FROM THE Vacation Notice, which we print elsewhere, it will be seen that the day for the weekly sitting in court is restored to Wednesday, the accustomed and convenient day, instead of Tuesday, which was adopted last year. The first sitting is to be on the 19th inst. The sittings in the Queen's Bench Chambers are to be on Tuesday and Thursday in each week instead of on Thursday only, as last year. There is also an intimation that decrees *nisi* for divorce will be made absolute in court on two days—viz, Wednesday, August 19th, and Wednesday, September 16th.

THE APPOINTMENT of Mr. W. R. M'CONNELL to succeed Sir PETER EDLIN as Chairman of the County of London Sessions has occasioned some surprise; but although Mr. M'CONNELL is not much known outside Yorkshire and Lancashire, we believe that he has a high reputation in those counties, and those who are acquainted with him appear to be confident that, if his health will bear the strain of the arduous duties of his new office, he will justify the selection which has been made.

IF THE *Times* is correctly informed as to the arrangements for the disposal of the civil business at Manchester and Liverpool at the four assizes to be held during the ensuing year, there is a certain grim irony in the appointment by the Council of Judges of Mr. Justice KENNEDY to carry out a scheme intended to meet the demand of Lancashire for the prompt decision of civil causes in that county. Among that learned judge's many merits, rapidity in dealing with the business before him can hardly be reckoned. Perhaps, however, the selection has been made with a view to the suggestion of continuous sittings.

IN COMMENTING recently (*ante*, p. 632) on the construction placed on R. S. C., ord. 16, r. 1, in *Smurthwaite* v. *Hannay* (43 W. R. 113; 1894, A. C. 494), a construction which produced a disastrous effect on actions brought in the county court under the Employers' Liability Act, 1880 (see *Carter* v. *Rigby*, 44 W. R. 566), we ventured to suggest that the matter had probably engaged the attention of the revisers of the R. S. C., and that a new rule might shortly be expected, framed to remove the inconvenience of the decision in question. We are glad to see that the Rule Committee have not waited for the issue of the revised rules of court, and we print elsewhere a draft rule which is intended to replace the first part of rule 1. It is now proposed that all persons may be joined in one action as plaintiffs in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or, in the alternative, where, if such persons brought separate actions, any common question of law or fact would arise; but if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial of the action, the court or a judge may order separate trials, or make such other order as may be expedient. Thus the rule gives up the requirement of *Smurthwaite* v. *Hannay*, that plaintiffs who are joined must sue in respect of the same cause of action, while it does not revert to the unlimited power of joinder claimed under the rules in *Gort* v. *Rowney* (34 W. R. 696, 17 Q. B. D. 625). It adopts instead the principle advocated by Lord ESHER in *Smurthwaite* v. *Hannay*, and allows the joinder of different causes of action, provided that they arise out of the same transaction, with the additional proviso that they must raise a common question of law or of fact. Perhaps it would

be better to enlarge the rule by adding the word "occurrence." The carriage of different shipments of cotton which was in question in *Smurthwaite* v. *Hannay* might be regarded as one transaction for the purpose of the various claims for short delivery arising out of it, but is the term "transaction" properly applicable to an occurrence such as the flooding of the coal mine in *Carter* v. *Rigby*? The new rule will, of course, have to be followed by a corresponding change in the county court rules.

It was, no doubt, inevitable that the Divisional Court (Lord Russell, C.J., and Lawrance, J.) should feel compelled, on the charges proved against Mr. Isaac B. Coaks, of Norwich, to strike him off the rolls; but the case exhibits some very singular features. The charges arise out of the failure of the Norwich banking firm of Harveys & Hudsons in 1870, and the suicide at the same time of Sir Robert Harvey, a member of the firm. Mr. Bailey, who has since died, was appointed trustee of the bank estate under a committee of inspection, and Mr. Coaks was appointed solicitor. It now appears that Mr. Bailey and Mr. Coaks assisted each other to obtain these appointments, under an arrangement that they should share equally the profits which each might make. There can be no doubt that this was a highly improper arrangement, and it was one which was not likely to lead to the efficient and economical realization of the estate. But by itself, especially after this lapse of time, it would hardly have justified the punishment which has fallen on Mr. Coaks. The other matters were more serious, in that they implied the actual misappropriation of money. Mr. Coaks appears to have received from the estate costs which he had already been paid by third parties, and on numerous occasions, when he had made journeys to London on behalf of different clients, he had charged his full disbursements separately against each client. No plea, of course, can be urged in extenuation of the first of these offences, and it is equally impossible for a solicitor to justify the making of gain out of the duplication of travelling expenses and other disbursements. But probably the gravest offence which the court held to be proved against Mr. Coaks was his method of dealing with unclaimed balances belonging to the bank estate. In various instances, after he had retained these balances under the proper ledger accounts for many years, he had them ultimately transferred to his own private account. None of the sums seem to have been large, and it is difficult to understand the motives which could induce any solicitor to adopt this course. As Lord Russell pointed out, when a professional man in a fiduciary position receives money belonging to another person, it is his duty to find out promptly the persons to whom the money belongs, and to pay such persons, after deducting such professional charges as are proper. The singular thing is that most of these charges should relate to comparatively trifling sums. Heavy liabilities, indeed, Mr. Coaks had to the estate, and he has already made them good to the extent of over £15,000, but many of them do not seem to have been connected with the charges of professional misconduct. But whether the pecuniary amounts involved are small or large, the principle at stake is the same, and the court was bound to take note of such infringements of it by inflicting severe punishment.

The position of a lessee with respect to his liability to keep the demised premises in repair is in some respects a hard one. If he has arrived at the end of the term, and there has been a breach of the covenant, the damages he has to pay are measured by the sum which it would cost to put the premises into repair, notwithstanding that the lessor may have no further use for them in that state, or, indeed, that he has entered into an arrangement with a new tenant under which the actual execution of the repairs becomes unnecessary (*Joyner* v. *Weeks*, 39 W. R. 583; 1891, 2 Q. B. 31). But if the term is still running, and the lessor brings his action on the covenant, there has been a tendency to let the lessee off more easily. It is true that in the old case of *Vivian* v. *Champion* (2 Ld. Raym. 1125) Holt, C.J., said that the damages must be the sum which it would cost to put the premises in repair, and that the plaintiff ought in justice to apply the damages to executing the repairs; but in *Doe* v. *Rowlands* (9 C. & P., p. 739) Coleridge, J., pointed out the injustice of this rule, especially where the lease has still a long time to run, for the lessor is not bound to expend the sum awarded to him in repairs, nor can he do so without the tenant's permission to enter on the premises. Hence it has been deemed a sounder principle to put aside the estimate of the actual cost of the repairs, and to measure the damage by the actual injury which the failure to observe the covenant has occasioned to the reversion; as it was put by Lindley, L.J., in *Ebbetts* v. *Conquest* (44 W. R. 56; 1895, 2 Ch. 377), by the difference in value between the reversion with the covenant performed and the reversion with the covenant unperformed; or, according to Lopes, L.J., by the loss which is occasioned to the lessor's reversion, a loss which will be greater or less according as the term of the tenant at the time of the breach has a less or greater time to run. But in applying this principle to the case of a breach of covenant by an under-lessee the Court of Appeal took into account the liability of the mesne lessee to his lessor, and, where the term had only three years and a half to run, approved the figures of the official referee, who had assessed the damages at the full cost of repair—namely £1,500—subject to an abatement of £195 in respect of the residue of the term. This was done in spite of evidence that at the end of the term the building must be pulled down for the site to be of any value. The result has been affirmed by the House of Lords, and substantially on the same grounds, though it may be necessary to alter somewhat the statement of the principle as enunciated in the Court of Appeal. According to Lord Herschell no hard and fast rule can be laid down as to the damages which may be recovered by the covenantee during the currency of the lease. All the circumstances of the case must be taken into consideration, and the damages must be assessed at such a sum as reasonably represents the damage which the covenantee has sustained by the breach of covenant. In the present case the covenantee was subject to a liability to perform the covenant towards the superior lessor, and this was a liability which had to be taken at its full value, without speculating upon the result of any future negotiations with the lessor under which the actual repair of the premises, or the payment for repair, might be avoided.

The omission to state in the particulars or conditions of sale of land either the name of the vendor or some description by which he can be identified frequently leads to difficulty. The mere reference to the "vendor," it was decided in *Potter* v. *Duffield* (L. R. 18 Eq. 4), is not sufficient, for the vendor may not be in any way connected with the property; but where the sale purports to be made by the "proprietor" or the "mortgagee," the maxim *id certum est quod certum reddi potest* applies, and the identity of the vendor can be established: *Sale* v. *Lambert* (L. R. 18 Eq. 1) and *Rossiter* v. *Miller* (3 App. Cas., at p. 1140). But the decision of Romer, J., this week in *Filby* v. *Hounsell* shews that there is a chance of getting over the difficulty on the ground that the contract is good if the memorandum gives the name of the party contracting as vendor, even though in fact he is only the agent of the real vendor. The case was put by Jessel, M.R., in *Commins* v. *Scott* (L. R. 20 Eq., at p. 15): "There can be no doubt that if a written contract is made in this form—'A. B. agrees to sell Blackacre to C. D. for £1,000,'—then E. F., the principal of A. B., can sue G. H., the principal of C. D., on that contract." A. B. is named in the contract as vendor, and the Statute of Frauds is thus satisfied, while upon the general doctrine applicable to the relation of principal and agent the undisclosed principal is able at any time to come forward and claim the benefit of the contract. But, of course, this assumes that the agent does in fact appear upon the memorandum as contracting in his own name, so that subsequent proof of the agency, while it will impose liability on the principal, will not discharge the agent. In *Potter* v. *Duffield* the auctioneer who signed the contract signed expressly "on behalf of the vendor," and hence there was no contracting party identified by the writing. In the case of *Filby* v. *Hounsell* the particulars and conditions upon a sale by auction did not disclose who was the vendor, but they specified the name of the auctioneers, Messrs. Frank Jolly & Co. No sale was effected at the auction, but subsequently the defendant wrote to the

auctioneers making an offer for the property. This letter contained all the matter necessary to satisfy the statute, supposing that the auctioneers could themselves be regarded as contracting parties. They replied, accepting the offer on the part of the plaintiff, by whom they were employed. The defendant's offer contained a reference to the particulars used at the auction, and there was thus a double difficulty in treating the auctioneers for the purpose of the defendant's letter as principals. Their connection with the matter shewed that they were acting as auctioneers, and in their own reply they expressly disclosed their principal. Nevertheless ROMER, J., held that on the defendant's letter, which was the only document signed by him, the auctioneers were named as contracting parties, and that the statute was complied with.

THE HOUSE of Lords have by a majority reversed the judgment of the Court of Appeal in *Mayor of Manchester* v. *McAdam* (43 W. R. 438; 1895, 1 Q. B. 673), and have thus affirmed the dissentient opinion of Lord ESHER, M.R., that public libraries maintained by a municipal corporation under the provisions of the Public Libraries Act, 1892, are exempt from payment of income tax. Under section 61 of the Income Tax Act, 1842, exemption is granted in favour of "the property of any literary or scientific institution used solely for the purposes of such institution, and in which no payment is made or demanded for any instruction there afforded by lectures or otherwise." Upon these words a decision adverse to the claim of free libraries to exemption was given in *Andrews* v. *Mayor of Bristol* (61 L. J. Q. B. 715), on the ground that the words "literary institution" were not apt to describe a municipal corporation, and similar views were expressed by LINDLEY and RIGBY, L.JJ., in the present case. "I cannot think," said the former, "that a municipal corporation or body of ratepayers who, by adopting the Public Libraries Act, have become liable to be rated in order to maintain a free library is a literary institution within the meaning of that phrase in section 61, No. VI., of the Income Tax Act, 1842." But in the House of Lords it has been pointed out that this view places too strict a construction upon the word "of" in the phrase "the property *of* any literary institution." The property need not belong to the institution in the sense of being owned by the institution. It is sufficient that it is property appropriated to, and applied for, the purposes of the institution, and this allows a wider view to be taken of the word "institution." This is not the municipal corporation which owns the library and the library buildings; it is the library itself, considered as an organization for providing the public with books. In this sense the library buildings may well be deemed the property of a literary institution without ascribing to the corporation which controls it any literary characteristics. And the result seems to be in accordance with the spirit of the exemption. So long as partial exemptions from income tax are allowed, free libraries are none the less entitled because they are supported by a rate instead of by voluntary contributions.

LAST WEEK a coroner's jury found a verdict of "justifiable homicide" in the case of a man who is alleged to have shot two others (one of them fatally) who were attempting to get into his premises by night in order to enforce some claim they had against him. This is the verdict given as a matter of course by a jury which has to inquire into the cause of death of a murderer who has been hanged under the sentence of a court, but it is sufficiently rare in other cases to call for some notice. There can be no doubt that a private individual is in some cases justified in killing one of his fellow creatures. This is so, according to BLACKSTONE, whenever the homicide is committed "for the prevention of any forcible and atrocious crime," as in resisting attempted robbery or murder. The law on this subject is of great importance to every householder in the country, in so far as it deals with the legality of the use of deadly weapons in resistance to burglars. Only a few days ago at Manchester a gentleman was shot and seriously injured by an armed burglar, and such cases are unfortunately far from rare. Burglary is a crime against which the best organized police cannot completely protect the public, and therefore every householder is warranted in being fully prepared to protect himself. Force is of the essence of burglary, and it is a peculiarly "atrocious" crime, as it is committed against persons who are defenceless in sleep, and, besides, it is so often accompanied by violence or murder. All the great writers on the criminal law seem to agree that if a man break into a house by night with a felonious intent, it is *justifiable*, and not merely *excusable*, to kill that man. Sir MATTHEW HALE, in his History of the Pleas of the Crown, after dealing with cases in which the killing of A. amounts to felony, though not to murder, and cases in which it is excusable, but not justifiable, says: "But if A. had attempted a burglary upon the house of B. to the intent to steal or to kill him, or had attempted to burn the house of B., if B. or any of his servants, or any within his house, had shot and killed A., this had not been so much as felony, nor had he forfeited ought for it, for his house is his castle of defence, and therefore he may justify assembling persons for the safeguard of his house."

STATUTE LAW, too, has not been silent on this matter. The preamble of 24 Hen. 8, c. 5, runs: "Forasmuch as it hath been in question and ambiguity that if any evil-disposed person or persons . . . feloniously do attempt to break any dwelling-house in the night-time should happen in his or their being in such felonious intent to be slain . . . by any person or persons being in their dwelling-house which the same evil doers should attempt burglarly to break by night; if the said person so happening . . . to slay any such person so attempting to commit such burglary should for the death of the said evil-disposed person forfeit or lose his goods and chattels for the same. . . ." The statute then proceeds to enact, "for the declaration of the which ambiguity and doubt," that if any person be indicted for the death of such evil-disposed person, he shall not be liable to any forfeiture, but shall be acquitted as fully as if he were acquitted of the death of the evil-disposed person. This statute has long been repealed, but it was professedly declaratory only of the common law, and the law remains unchanged. The written law on the subject is now contained in section 7 of 24 & 25 Vict. c. 100, which provides that "no punishment or forfeiture shall be incurred by any person who shall kill another by misfortune, or in his own defence, or in any other manner without felony." It seems clear, therefore, that if a burglar is in the act of breaking into a house by night, or if he has already got in, he may lawfully be killed without warning given. It is not necessary to wait till he has actually assaulted or threatened violence to anyone in the house. An idea seems to exist, and to be not uncommon, that it is necessary to call upon a burglar to surrender before one may fire at him. The law certainly does not require this; and if it did, obedience to the law would in many cases give the burglar the chance of shooting first and ensure his escape. If householders were more usually armed, probably the knowledge that they were likely to be shot at sight if discovered would tend more to discourage burglars than any precautions the police can take. Juries, of course, naturally lean strongly towards a favourable interpretation of the acts of a householder whose house has been broken into and who has killed the felon; but the householder need not rely on this, he has positive law on his side. Under some circumstances, however, the householder is not justified in killing the burglar. If the burglar abandon his felonious purpose and is in the act of escaping, or if he offer to surrender and beg for mercy, so that all danger to person or property at his hands is at an end, the killing of him is no longer justifiable, and would amount at least to manslaughter.

Mr. Maclean, Q.C., who was recently appointed Chief Justice of Calcutta, in succession to Sir William Petheram, whose period of service expires in November next, was entertained at a complimentary dinner at the Ship Hotel, Greenwich, on Saturday, in celebration of his appointment. Among those present at the dinner were Lord Macnaghten, Lord Justice Lindley, Lord Justice A. L. Smith, Sir Francis Jeune, Mr. Justice Chitty, Mr. Justice Stirling, Mr. Justice Romer, Mr. Justice Lawrance, and many leaders of the Chancery bar.

THE ACCEPTANCE OF BILLS OF EXCHANGE.

THE House of Lords, by its decision in *Scholfield* v. *Lord Londesborough*, has finally disposed of the doctrine that the acceptor of a bill of exchange owes any duty to subsequent holders of the bill to see that it is drawn in such a form as not to facilitate a fraudulent alteration. The circumstances which have given rise to the decision were as follow. In September, 1890, Lord LONDESBOROUGH accepted a bill of exchange for £500, drawn by one SCOTT SANDARS, payable to the drawer or his order, and bearing a £2 stamp, which was an amount sufficient to cover a bill for £4,000. Before indorsement the bill was fraudulently altered by the drawer into one for £3,500. This alteration was facilitated by the fact that the drawer had left suitable spaces in the body of the bill where the amount was stated in words, and he had left a space between the sign "£" and the figures "500" in the corner of the bill. As the question of negligence in the acceptance of the bill became ultimately immaterial, it is not necessary to state further the exact form of the bill. It was described with much particularity by CHARLES, J., in his judgment at the original hearing (1894, 2 Q. B., p. 662). SCHOLFIELD, who was a *bonâ fide* holder for value, claimed to recover the whole £3,500 from the acceptor, on the ground that the latter had been negligent in accepting the bill in the form in which he accepted it, and on the bill stamp on which it was drawn, and that he was estopped by his negligence from alleging that the bill as he accepted it was for £500 only.

To say that Lord LONDESBOROUGH was estopped from setting up the true value of the bill was equivalent to saying that he owed a duty to the plaintiff, and that in the performance of that duty he had been negligent. Estoppel by negligence can only arise where the person against whom negligence is alleged is under a duty to use care towards the person complaining of the negligence. The first question, therefore, raised by the case was whether the acceptor of a bill of exchange owes any duty to subsequent holders not to be negligent in the acceptance of the bill. If this was answered in the affirmative, there was then the question whether there had been in fact negligence on the part of Lord LONDESBOROUGH, and, if so, the further question whether the negligence was the proximate cause of the plaintiff's loss. Although in form based on estoppel, the action was in substance brought by the plaintiff to recover compensation for the loss he had suffered in taking the bill as a genuine bill for £3,500, and, as a condition of recovery, it was necessary that the defendant's negligence should be the proximate cause of the loss: *Bank of Ireland* v. *Trustees of Evans' Charities* (5 H. L. Cas. 389); *Mayor, &c., of the Staple of England* v. *Bank of England* (21 Q. B. D. 160).

Upon the first of these questions CHARLES, J., held that the alleged duty on the part of the acceptor did exist, but he found that the acceptance by Lord LONDESBOROUGH was not in fact negligent, and consequently the plaintiff was only allowed to recover £500, the amount of the bill when accepted. In the Court of Appeal all the questions were answered in the negative by the majority of the court (Lord ESHER, M.R., and RIGBY, L.J.), and thus the judgment of CHARLES, J., was affirmed, though on different grounds. There was no duty on the part of the defendant towards the plaintiff; if there was, there was no negligence in the performance of it; and if there was negligence, it was not the proximate cause of the loss. A dissentient judgment, however, was delivered by LOPES, L.J., who found all three questions in favour of the plaintiff, and consequently would have had judgment entered for him for £3,500.

The House of Lords have now unanimously affirmed the decision of the majority of the Court of Appeal upon the first question, and it becomes unnecessary to consider either of the others. The alleged duty of the acceptor of a bill of exchange to exercise care in accepting it, so that it shall not be put into circulation in a form which will facilitate a fraudulent alteration, has been based on the decision of the Court of Common Pleas in *Young* v. *Grote* (4 Bing. 253). In that case a customer of a bank gave his wife certain blank cheques signed by himself, requesting his wife to fill up the blanks according to the exigency of his business. She caused one to be filled up for £50 2s., but this was done in such a way that when she afterwards delivered it to her husband's clerk it was easy for him to alter the sum both in words and in figures to £350 2s. In this form he presented it to the bankers and cashed the cheque for the altered amount. Upon a question arising between the bankers and the customer as to the right of the former to debit the customer with the full amount, the matter was referred to an arbitrator, who found that the customer had been guilty of gross negligence, and that he was bound to make good the loss which the bank had suffered by reason of his negligence. This award, of course, was given upon the footing that the bank were *primâ facie* only entitled to debit the customer with £50 2s., the amount of the genuine cheque.

Subsequent judges who have had occasion to consider *Young* v. *Grote*, while agreeing generally with the correctness of the decision, have been unable to state with certainty the principle on which it was decided. The immediate ground of the decision is clear enough. "We decide here," said BEST, C.J., "on the ground that the banker has been misled by want of proper caution on the part of his customer," and the other judges also placed the matter on the negligence as found by the arbitrator. But how the negligence involved the customer in liability to the banker was not satisfactorily explained. Practically BEST, C.J., seems to have adopted the rule laid down by POTHIER, in commenting on SCACCHIA, that it is the customer, and not the banker, who is liable for the consequences of fraud when the fraud has been facilitated by the customer's want of care. In discussing the decision of the Court of Appeal in the present case we took occasion (39 SOLICITORS' JOURNAL, p. 408) to examine both SCACCHIA's views, as expressed in his Tractatum de Commerciis et Cambio, published in 1618, and POTHIER's criticism contained in his Traité du Contrat de Change, and we saw that POTHIER bases his reasoning entirely on the contract of mandate existing between banker and customer. *Primâ facie* the banker is only entitled to debit the customer with payments made strictly in pursuance of the contract—that is, with payments made on a cheque as drawn by the customer; the customer, however, must bear the loss where a fraudulent alteration of the cheque is due to his fault. But, as was pointed out by RIGBY, L.J., in his judgment in the Court of Appeal (43 W. R. 331; 1895, 1 Q. B., p. 555), the above reasoning supposes the existence of a contract of agency, such as that which exists between banker and customer, and it does not afford any ground for applying the rule to the case of the acceptor of a bill and an indorsee, between whom no such relation, nor any relation to which the law attaches consequences, exists.

This strict examination of POTHIER's views, however, was not made by BEST, C.J., in *Young* v. *Grote*, and the tendency hitherto has been to give that decision an operation beyond the particular case of banker and customer. POTHIER's opinion, indeed, founded as it is upon the civil law, is no part either of the common law or even of commercial law, and various attempts have been made to place *Young* v. *Grote* upon a basis more satisfactory to English lawyers. It has been suggested that a person who signs a blank cheque thereby gives implied authority to any person into whose hands it comes to fill it up as he pleases. The case, said PARKE, B., in *Robarts* v. *Tucker* (16 Q. B., p. 580), was in effect decided on the ground that the customer had by signing a blank cheque given authority to any person in whose hands it was to fill up the cheque in whatever way the blank permitted. The answer to this suggestion seems to be that the judges who decided the case had no idea of resting their decision upon any such ground. In *Bank of Ireland* v. *Trustees of Evans' Charities* (*supra*) Lord CRANWORTH, C., suggested estoppel as the real principle of the decision. The case of *Young* v. *Grote*, he said, went upon the ground (whether correctly arrived at in point of fact is immaterial) that the plaintiff there was estopped from saying that he did not sign the cheque for £350." Substantially this, no doubt, was so; but estoppel is no ground in law until it is shewn that there was a duty the negligent fulfilment of which gives rise to the estoppel. This seems to have been recognized by BLACKBURN, J., in *Swan* v. *North British Australasian Co.* (2 H. & C., p. 183), where he suggested that *Young* v. *Grote* might be supported on the broader ground that the person putting in circulation a bill of exchange does, by the law merchant, owe a duty to all parties to the bill

to take reasonable precautions against the possibility of fraudulent alterations in it.

Had this been a deliberate statement of Lord BLACKBURN's opinion, made for the purpose of deciding the case before him, it would, of course, have been entitled to great weight; but the language of the report shews that it was not necessary for the decision of the case, and that Lord BLACKBURN did not give it as a definite opinion. Lord WATSON, in his judgment in *Scholfield* v. *Lord Londesborough*—a judgment in which Lord DAVEY concurred—points out that Lord BLACKBURN did not purport to go further than this. We are left, therefore, without any authority for the proposition that the acceptor of a bill of exchange owes a duty to indorsees of the bill, and the House of Lords have declined to lay down any such principle. *Young* v. *Grote* is not overruled, but it is held to extend no further than the case of banker and customer; and even as to that case, when it again arises, it is possible that the matter will require further consideration. As to bills of exchange, at any rate, there is no rule imposing on the acceptor a duty towards the future holder of the bill to examine the bill and put it out of the power of any person who obtains possession of it while in circulation to make a fraudulent alteration.

Sometimes in a case of palpable negligence the result may seem to press hardly on an innocent indorsee, but for the great bulk of business transactions an opposite decision would have been productive of much inconvenience. As the Lord Chancellor pointed out, supposing it to be settled that a bill of exchange must be critically examined by the acceptor, yet it is impossible to say exactly to what points the acceptor ought to direct his attention so as to escape the charge of negligence. In the present case reliance was placed only on the form of the bill and the amount of the stamp, but cases might arise in which the texture or colour of the paper or the colour of the ink might become important. Moreover the conditions under which bills are usually accepted forbid a minute examination of this nature, with the possible necessity of throwing the bill back on the drawer's hands, a step likely to result in very serious complications. After all, the loss is really due not to any negligence on the part of the acceptor, but to the fraud which is perpetrated after the acceptance, and Lord MACNAGHTEN observed that the prevention of crime is better left to the criminal law. As we have pointed out, the present decision does not seem to preclude further discussion of *Young* v. *Grote*, but it removes most of the doubt to which that case has given rise, and it greatly simplifies the law as to the relation to each other of the parties to a bill of exchange.

IS THE CALLING OF A BOOKMAKER LEGAL?

I.

THE Anti-Gambling League has shewn considerable activity recently in prosecuting offenders against the gambling laws. A case brought by them before the Kingston magistrates on July 23 against a well-known bookmaker, under the Betting Houses Act (16 & 17 Vict. c. 119), for using Tattersall's ring at Hurst Park for the purpose of betting with persons resorting thereto promises to be one of considerable interest. The case against the bookmaker was dismissed by the magistrates, but a case is to be stated for the opinion of the High Court. We propose to inquire how far the profession of a bookmaker is a legal one—to ascertain, in fact, whether the bookmaker as such has any right to exist at all.

The Betting Houses Act was directed against, and was intended to exterminate, the professional betting man—"the man who holds himself forth as ready to bet with all comers." The preamble recites: "Whereas a kind of gaming has of late sprung up tending to the injury and demoralization of improvident persons by the opening of places called betting-houses or offices, and the receiving of money in advance by the owners or occupiers of such houses or offices, or by other persons acting on their behalf, on their promises to pay money on events of horse races and the like contingencies." The Attorney-General, in asking leave to introduce the Bill, after disclaiming the intention to interfere with the kind of betting carried on at Tattersall's, said, referring to the betting-houses it was proposed to suppress: "But these establishments assumed a totally different aspect—a new form of betting was introduced, which had been productive of the greatest evils. The course now was to open a house, and for the owner to hold himself forth as ready to bet with all comers; contrary to the usage which had prevailed at such places as Tattersall's, where individuals betted with each other, but no one kept a gaming-table, or, in other words, held a bag against all comers. The object, then, of this Bill was to suppress these houses, without interfering with the legitimate species of betting to which he had referred. It would prohibit the opening of houses or shops or booths for the purpose of betting; and inasmuch as it appeared that the mischief of the existing vicious system seemed to arise from the advancing of money in the first instance with the expectation of receiving a large sum on the completion of a certain event, it was proposed to prohibit the practice by distinct legislative enactment." The Act, then, was to be aimed against the new kind of gaming introduced by the professional bookmaker, and against the system which is the life and soul of his business, the deposit of a sum of money in advance. Let us see how that intention was carried out in the Act. Section 1 provides: "No house, office, room, or other place shall be opened, kept, or used for the purpose of the owner, occupier, or keeper thereof, or any person using the same, or any person procured or employed by or acting for or on behalf of such owner, occupier, or keeper, or person using the same, or of any person having the care or management or in any way conducting the business thereof, betting with persons resorting thereto. . . . And every house, office, room, or other place opened, kept, or used for the purposes aforesaid, or any of them, is hereby declared to be a common nuisance and contrary to law." Section 3 imposes a penalty upon "any person who, being the owner or occupier of any house, office, room, or other place, or a person using the same, shall open, keep, or use the same for the purposes hereinbefore mentioned."

No doubt the bookmaker in those days was in the habit of conducting his business principally in houses, offices, or rooms. But the Act was intended to hit the bookmaker, and so, in case he should wriggle out of his house, office, or room, the words "or other place" were added in order to prevent him from escaping. It would seem from a perusal of the Act that the bookmaker was intended to be suppressed wherever he carried on his trade. Such appears to have been the opinion of LINDLEY, L.J., expressed in the recent case of *Liddell* v. *Lofthouse* (1896, 1 Q. B. 295). He says (at p. 298): "As has been said, the Act is directed, not against betting itself, but against bookmakers and those who make a trade of betting"; and (at p. 297): "The purposes for which this bay was used by the respondent were obviously within the Act, and there can be no doubt that if the case was *res nova* it would be clearly within both the words and the mischief of the Act. But the Act is by no means a new one, and it has frequently received interpretation in the courts, and it is said that those decisions prevent us from holding that this was a 'place' within the meaning of the section." There undoubtedly has been a good deal of conflict of judicial opinion as to the meaning of this word "place." BRAMWELL, B., goes furthest in the direction of limiting the meaning of it when he says, in *Doggett* v. *Catterns* (19 C. B. N. S. 765), that the statute was designed to put down "ascertained places of resort for gambling." From a remark used by him in the argument it is clear that he alluded to places which could be described as common gaming-houses.

The aim of the decisions has been to reconcile the meaning of the word "place" to the principle of *ejusdem generis*, and to establish some limitation to the meaning of the word. It has accordingly been laid down in *Bows* v. *Fenwick* (L. R. 9 C. P. 339) that the place must be "fixed and ascertained." In the judgments delivered in that case there is also some indication that the learned judges thought that the place must be a particular spot marked out or indicated by something structural. The defendant in that case stood on a stool on the Chester racecourse with a large umbrella over him, which was stuck into the ground by means of a spike. Lord COLERIDGE said: "There is sufficient fixity of the structure by means of the spiked umbrella to bring the case within the words of the Act." BRETT, J., says:

"The remarks of POLLOCK, C.P., and of BRAMWELL, B., in *Doggett* v. *Catterns* shew that to bring it within the statute the place used need not be a house, office, or room, but that it must be a fixed and ascertained place. Now, was this a fixed place? It was a place selected and fixed upon by the appellant for persons who desired to deal with him to resort to. I therefore think it was a place within the contemplation of the Act. The appellant goes there with a stool and a thing which is probably not an umbrella, but is more like an open tent. He takes it, not to shelter him from the rain, but to be a fixed place. . . . . The umbrella was intended as a fixed place for persons desirous of making bets to resort to. . . . . " It is the umbrella and the sticking of it into the ground that is relied on, and not the stool. There was evidently an inclination in the minds of their lordships to confine the word "place" to something not far removed from an "office," just as in *Shaw* v. *Morley* (L. R. 3 Ex. 137), where the "place" was a temporary wooden structure open to the sky, containing a desk, in which the bookmaker and his clerk transacted their business. In that case the structure was held to be an "office" as well as a "place."

LEGISLATION IN PROGRESS.

STANNARIES COURT.—In Committee of the House of Commons on the Stannaries Bill Mr. LLOYD GEORGE called attention to a provision in one of the sub-sections of clause 1 to the effect that the Lord Chancellor might, by order, determine what officer should be entrusted with the duties at present performed by the Vice-Warden of the Stannaries Court. This was a proposal, not that the functions of Vice-Warden should be transferred to a particular officer, but that the Lord Chancellor should practically have the power to appoint such officer and determine his functions, and that legislation should be taken out of the hands of Parliament and left entirely to the Lord Chancellor. The House, Mr. LLOYD GEORGE said, ought to object to this new system of legislation, which was a dangerous innovation. The Bill being thus opposed, Mr. BALFOUR moved to report progress, but, in reply to an appeal from Cornish members, he said that if an understanding was come to he should be glad to proceed with the Bill.

BILLS ADVANCED.—The Judicial Trustees, the Friendly Societies, and the Collecting Societies Bills have been read a third time in the House of Lords.

REVIEWS.

FAMILY LAW.

THE LAW OF THE DOMESTIC RELATIONS. INCLUDING HUSBAND AND WIFE, PARENT AND CHILD, GUARDIAN AND WARD, INFANTS, AND MASTER AND SERVANT. By WILLIAM PINDER EVERSLEY, B.C.L., M.A., Barrister-at-Law. Second Edition. Stevens & Haynes.

We are glad to see a second edition of Mr. Eversley's useful work. There is a convenience in having the various subjects of which it treats collected into one volume, while at the same time each is handled with such fulness as to give the reader all the information he could expect in separate volumes. Mr. Eversley states the law with the most painstaking thoroughness, and has made an exhaustive survey of all the relevant statutes and cases. Rather more than half the book is taken up with the subject of husband and wife; and in this part the author, varying the arrangement of the former edition, devotes a separate chapter to the contracts of married women. Hitherto the Legislature has shrunk from placing the married women in all respects in the same position as a *feme sole* in respect of her property and contracts, and her exact position has to be discovered with no little difficulty from a succession of statutes and decisions. An improvement has been effected by the Married Women's Property Act, 1893, and Mr. Eversley is able to refer to a number of decisions which have been in effect overruled by that Act, but, as he points out, the liability of the married woman on her contracts is still proprietary, and not personal, and recent litigation has emphatically shewn that a creditor will be defeated if the married woman's property is subject to a restraint on anticipation. In the preface to the present edition Mr. Eversley urges that the Legislature should remove the few remaining differences that exist between the liability of the married and the unmarried woman by destroying the effect of the restraint on anticipation, and by rendering the married woman in all cases liable to the bankruptcy law and liable to be committed (if possessed of means) for her post-nuptial liabilities. The same part of the book contains a full statement of the marriage law, and its concluding chapter gives an account of private international law so far as it affects marriage and divorce. The second part deals with the relation of parent and child, and Mr. Eversley presents in a convenient and interesting form the difficult subject of the rights of parents over their children. At common law the rights of the father were far more absolute than they are now either under the doctrines of equity or under modern statutes, and it is no easy task to state the existing law with precision. This task, however, Mr. Eversley undertakes with conspicuous success. The remaining parts of the book, except the last, also relate to infants. Great care has been taken to make the present edition complete and accurate, and a very full index adds to its utility.

BOOKS RECEIVED.

A Digest of the Law of England with Reference to the Conflict of Laws. By A. V. DICEY, Q.C., B.C.L. With Notes of American Cases. By JOHN BASSETT MOORE, Professor of International Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Lyon and Redman's Law of Bills of Sale. With an Appendix of Precedents and Statutes. Fourth Edition. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. Reeves & Turner.

The Licensing Acts. Being the Acts of 1872 and 1874; together with all the Alehouse, Beerhouse, Refreshment House, Wine and Beer House, Inland Revenue, and Sunday Closing Acts relating thereto. With Introduction, Notes, and Index. By the late JAMES PATERSON, M.A., Barrister-at-Law. Eleventh Edition. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

CORRESPONDENCE.

COMMISSIONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 1st inst. you have an article on the subject of commissions to solicitors, in which you excuse the practice of solicitors sharing stockbrokers' commissions on the ground that the cost to the client is not increased, and that as the practice is adopted by all stockbrokers it has no tendency to induce the solicitor to employ one rather than another. You then assert that efforts are being put forth to induce solicitors to adopt much more questionable practices, and my circular to the profession has been characterized as one of these attempts—the acceptance of an agency allowance being apparently the questionable practice you refer to.

As a member of an honourable profession, I object to being placed in the same category as auctioneers, stockbrokers, and other commission agents, and I would call your attention to facts of which you can hardly have been aware when you wrote your article.

I would point out that the granting or accepting of an agency allowance between solicitors should be excused on grounds identical with those by virtue of which you excuse the practice of sharing commissions with a stockbroker, namely, that there is no increase of cost to the client, and that the practice is adopted by all solicitors, &c. I would further point out that the practice of solicitors granting or accepting an agency allowance has long been recognized and approved by the courts, who allow solicitor to share costs with solicitor, but have drawn the line at allowing a solicitor to share his costs with a layman; and my opinion is that the court would view with disfavour the acceptance by a solicitor of part of any broker's commission, and will continue to approve of the practice of solicitors granting each other agency allowances.

I trust you will do me the justice of inserting this letter in your journal.

J. T. RALSTON,
August 4, 1896. Solicitor of N. S. W.

[Does not our correspondent rather overlook the important point? He omits to inform us whether all colonial solicitors make an agency allowance to English solicitors employing them.—ED. *S. J.*]

In the House of Commons on Monday Sir A. Scoble asked whether, looking to the urgency of the matter, special facilities would be given by the Government for the passing into law this Session of the Bill for making provisions relating to the offices of chairman and deputy-chairman of the Court of Quarter Sessions for the County of London. Sir M. W. Ridley said: I am aware of the extreme urgency of this Bill for the carrying on of business of the quarter sessions, especially as regards the power which it is desired to take for paying a deputy-chairman in the absence of the chairman through illness and for the payment of a clerk to the chairman. The Bill, as I understand, has been introduced with the unanimous approval of the London County Council, and if I can get an assurance that there is no opposition to it in this House I will use my best endeavours with my right hon. friend the leader of the House to secure the assistance of the Government towards its passing.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1896.

Notice.

During the Vacation until further notice:—All applications which may require to be immediately or promptly heard are to be made to the judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Chitty, one of the Vacation Judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the cause clerk in attendance, Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid,

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the judge by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of the writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can by obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The chambers of Mr. Justice North will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Chitty will, until further notice, hear urgent summonses which may be adjourned to him in his private room, No. 640, in the Royal Courts of Justice (Carey-street Entrance), on Wednesday in every week, commencing on Wednesday, 19th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Chitty will, until further notice, sit for the disposal of Queen's Bench business in Judges' Chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 18th of August. Cases in the Queen's Bench Summons List will be called on, and disposed of peremptorily in the order in which they stand in the day's list, but not earlier than the time at which the section in which they are respectively placed is marked to come on.

DIVORCE.—Decrees nisi will be made absolute in court on Wednesday, the 19th August, and Wednesday, the 16th September.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following papers for the Vacation Judge, are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:—

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other document shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On Monday, the 17th of August, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the Paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his seat not later than 12 o'clock on the previous Saturday.

Chancery Registrars' Chambers, Royal Courts of Justice,
1st August, 1896.

RULES OF THE SUPREME COURT.

RULES PUBLICATION ACT, 1893.

The following draft Rule of the Supreme Court is published pursuant to the above-mentioned Act:—

Copies of the Rule may be obtained from the Queen's Printer.

Rules of the Supreme Court.

ORDER XVI.—Rule 1.

Substitute the following for the first sentence of the existing Rule ending with the word "alternative":—

All persons may be joined in one action as plaintiffs, in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where, if such persons brought separate actions any common question of law or fact would arise; provided that, if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial of the action, the Court or a judge may order separate trials, or make such other order as may be expedient. And judgment may be given for such one, &c.

THE BANKRUPTCY ACTS, 1883 AND 1890.

Whereas by an order made by the Board of Trade on the 31st day of March, 1890, George Wreford was appointed to be an Official Receiver of the Bankruptcy District of the High Court, and by such order it was (inter alia) directed that as regards all Bankruptcy proceedings in which the initial of the first surname of the debtor or debtors was any of the letters A to De, the said George Wreford should be constituted Official Receiver of the estate of the debtors in such proceedings.

And whereas the said George Wreford has resigned his said office of Official Receiver. Now therefore the Board of Trade do hereby appoint Edwin Leadam Hough to be Official Receiver of Debtors' Estates for the said Bankruptcy District of the High Court, in succession to the said George Wreford, as from the 31st day of July, 1896, being the date on which the said George Wreford vacates his said office. And it is hereby further ordered:

(*a.*) As regards the bankruptcy proceedings instituted under the Bankruptcy Act, 1883, which at the said last-mentioned date are pending in the High Court, and in which the said George Wreford was or is constituted Official or Interim Receiver, that the said Edwin Leadam Hough shall be the Official Receiver of the estates of the debtors in such proceedings, and discharge the duties of Official Receiver in relation to such estates in immediate succession to the said George Wreford, in addition to the similar duties already devolving on the said Edwin Leadam Hough in respect of bankruptcy proceedings in which the initial of the first surname of the debtor or debtors is any of the letters Ke to Ri.

(*b.*) As regards all bankruptcy proceedings which from and after the vacation of his office by the said George Wreford shall be instituted in or be transferred to the High Court under the Bankruptcy Acts, 1883 and 1890, that the said Edwin Leadam Hough shall, in respect of the said bankruptcy proceedings in which the initial of the first surname of the debtor or debtors is any of the said letters A to De and Ke to Ri, be the Official Receiver who shall be constituted Official Receiver of the estates of the debtors in such proceedings.

Dated this 30th day of July, 1896.

CHAS. T. RITCHIE, President.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 27th day of July, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice NORTH (1895—V—No. 365).

The Hon. Mabel Eveline Vereker v The Addison Club, Limited.

HALSBURY, C.

It is stated that at a meeting of the judges held on Monday it was agreed that the following should be the *rota* for the trial of commercial cases: Lord Russell of Killowen, C.J., Mr. Justice Mathew, Mr. Justice Collins, and Mr. Justice Kennedy. It was also arranged that Mr. Justice Kennedy should, in pursuance of a resolution come to by the Council of Judges, dispose of the civil business at Manchester and Liverpool at the four assizes held during the ensuing year.

CASES OF THE WEEK.

House of Lords.

CONQUEST v. EBBETTS—30th July.

LANDLORD AND TENANT—UNDERLEASE—COVENANTS TO REPAIR—MEASURE OF DAMAGES.

This was an appeal from an order of the Court of Appeal (Lindley, Lopes, and Rigby, L.JJ.), dated the 10th of July, 1895, affirming a report of the official referee, whereby the respondents were awarded £1,305 by way of damages. The case is reported in 44 W. R. 56; 1895, 2 Ch. 377. The question to be determined was the proper measure of damages to be awarded in respect of breaches of covenants to keep demised premises in repair. The premises in question were known as the Grecian Theatre, and are now occupied by "General" Booth for the purposes of the Salvation Army. The original lease was granted by the trustees of St. Botolph's, Bishopsgate, in 1840, to Thomas Rouse for sixty-one years from Michaelmas, 1837, at a rent of £350 a year. Rouse in 1851 granted an underlease of a part for his whole term less the last ten days thereof to Benj. Oliver at the same rent, being in effect an improved rent of about £100 a year. The plaintiffs in the action—the present respondents—now represented Rouse. The appellant Conquest, one of the defendants in the action, represented Oliver. "General" Booth was assignee of the underlease and co-defendant in the action. The underlease contained a covenant to "keep" the premises in repair, and shewed on the face of it that it was an underlease. The respondents sued Conquest and "General" Booth for damages for alleged breach of the covenant. Romer, J., held that there had been a breach, and referred it to the official referee to assess the amount of damages, which he assessed as above stated. The defendant Booth appealed, and the decision of the official referee was affirmed. The appellants then brought the present appeal.

THE HOUSE (Lords HERSCHELL, MACNAGHTEN, and MORRIS) dismissed the appeal.

Lord HERSCHELL, after stating the facts, continued:—When the case was heard there were about three and a half years of the term unexpired. The official referee, who assessed the damages at £1,305, arrived at that amount by ascertaining how much it would require to put the premises in the state of repair in which they would have been if the covenant had been observed, and then allowing a rebate, as the lease had some years to run. The Court of Appeal considered that, there having been notice to the sub-lessee of the original lease and of the covenants contained in it, the liability of the respondents on these covenants should be taken into account. [After referring to some of the cases, his lordship continued:—] But in the present case, if the test be applied of inquiring how much the value of the respondents' reversion has been diminished by the breach of covenant—a test for which I understand the appellants to contend—I cannot see that there has been any error in the assessment of damages. If the premises were now in good repair the reversion of the respondents would secure them the improved rent of £100 a year to the end of the term, without any liability on their part, unless it were to the extent to which repairs subsequently became necessary. As matters stand they can only receive this rent subject to the liability of restoring the premises to good repair, so that they may in that condition redeliver them to their lessor. The difference between these two positions represents the diminution in the value of their reversion owing to the breach of covenant, and on this basis the damages seem to me to have been properly assessed. It was contended for the appellants that the respondents would not be bound in any case to spend upon the premises the sum necessary to put them in repair or at the expiration of the term to pay that sum to their lessor. It was said that, owing to the nature of the premises and the changed circumstances of the neighbourhood, the freeholder would make an entirely different use of the site when the term he had created came to an end; that he would not desire to have the buildings then upon his land put in good repair, and that he would arrive at some arrangement with his lessee by which he would accept from him a sum less than the cost of effecting these repairs. I do not think the court would do right, in assessing the damages in the present case, to involve itself, at the instance of the appellants, in considerations of that character. The duty of the appellants, as between themselves and the respondents, was to fulfil the obligation of the covenant into which they entered and to keep the premises in repair. If they had done so the present question would not have arisen. They have broken their covenant, and when sued for the breach they have, in my opinion, no right to demand that a speculative inquiry shall be entered upon as to what may possibly happen and what arrangements may possibly be come to, under the special circumstances of the case, when the superior lease expires by effluxion of time. I think the appeal should be dismissed with costs.

Lords MACNAGHTEN and MORRIS concurred, and the appeal was dismissed, with costs.—COUNSEL, *Haldane*, Q.C., *C. H. Sargant*, and *H. Courthope Munro*; *Jelf*, Q.C., and *R. F. Norton*. SOLICITORS, *Ranger, Burton, & Frost*; *Clarke & Calkin*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

SCHOLFIELD v. EARL OF LONDESBOROUGH—31st July.

BILL OF EXCHANGE—ACCEPTANCE WITH BLANK SPACES—ALTERATION—FORGERY—NEGLIGENCE—STAMP—LIABILITY OF ACCEPTOR—BILL OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 64, SUB-SECTION 1.

This was an appeal from an order of the Court of Appeal (Lord Esher, M.R., and Rigby, L.J., Lopes, L.J., dissenting) (43 W. R. 331; 1895, 1 Q. B. 536) affirming the judgment of Charles, J., in favour of Lord Londesborough. The action was brought by the appellant against the respondent, the defendant in the action, as the alleged acceptor of a bill of exchange for £3,500. The bill had been drawn by one Sanders, and accepted by the defendant. The bill as originally drawn was for £500, and afterwards, before indorsement, was fraudulently altered by the drawer into a bill for £3,500. The bill was dated London, the 8th of September, 1890, and bore a £2 stamp sufficient to cover £4,000; sufficient spaces had been left for the alterations. The defendant, after accepting it, handed it back in the ordinary course to the drawer; and then Sanders, having altered it, indorsed it, and it subsequently came into the hands of the plaintiff, the present appellant, who took it *bonâ fide* and for value. Charles, J., held that the defendant was not estopped by having accepted the bill in the form in which it was originally drawn from setting up the subsequent alteration as a defence to the action for the full amount, but was liable for the £500, and that as this sum had been paid into court he was entitled to judgment. On appeal Lord Esher, M.R., and Rigby, L.J., held that the acceptor of a bill owes no duty to subsequent holders not to accept a bill drawn in such a form as to facilitate fraud, and if there was such a duty there had been no negligence in this case, and even assuming negligence it was not the proximate cause of the loss. Lopes, L.J., took a different view, but in the result the judgment of Charles, J., was affirmed. Against this decision the present appellant appealed.

THE HOUSE (Lord HALSBURY, C., Lords WATSON, MACNAGHTEN, MORRIS, SHAND, and DAVEY) dismissed the appeal.

Lord HALSBURY, C., after shortly stating the facts, said:—It is contended that the form of the bill was such that the respondent was negligent in accepting it. The bill as originally accepted was so far in ordinary form and perfect that but for some criminal act it was, in its then form, a complete bill of exchange, leaving nothing to be added to or taken from it. It is said, indeed, that certain spaces were left which gave opportunity for the insertion of the added words and figures, and if by that is meant that the words and figures were not written so closely together as to prevent the insertion of other words and figures the observation is true. But when it is said that certain spaces were left it is to be remembered that there was nothing unusual or calculated to excite attention in the intervals between the written words and figures by which the bill was made. As a matter of fact, the person who drew the bill intended to draw it in such a way as to enable him to fill up the intervals between the letters and figures in question; but, to my mind, there was nothing suspicious in the appearance of the bill when tendered to the respondent for acceptance calculated to put him on his guard. I cannot myself understand why the particular form of fraud adopted in this case should have any different operation in giving validity to a forged instrument rather than other forms of fraud to which instruments are subject. I am not aware of any principle known to the law which should attach such consequences to a written instrument when no such principle is applicable in any other region of jurisprudence where a man's own carelessness has given opportunity for the commission of a crime. A man, for instance, does not lose his right to his property if he has unnecessarily exposed his goods, or allowed his pocket-handkerchief to hang out of his pocket, but could recover against a *bonâ fide* purchaser of any article so lost, notwithstanding the fact that his conduct had to some extent assisted the thief. It is true that stolen goods sold in market overt could be retained by a *bonâ fide* purchaser for value, notwithstanding they had been previously stolen; but the same result would follow equally whether the owner had been careful or careless in the custody of his goods. The truth is that the whole doctrine that facilitating forgery, or giving opportunity for forgery, affects the validity of the instrument forged, or so acting that a forgery is a possible result, may be traced, in English law at all events, to the case of *Young* v. *Grote* (4 Bing. 253), and probably beyond, to certain doctrines of the Roman civil law, which, to my mind, form no part of the law merchant so far as it exists in English jurisprudence. [His lordship proceeded to discuss *Young* v. *Grote* and the views expressed by Pothier in his Traité du Contract de Change, and continued:—] This very case has in almost precisely similar circumstances been already decided in *The Adelphi Bank* v. *Edwards*, and I regret that that case has not been reported. I entirely concur with what Lindley, L.J., said in that case—that it was wrong to contend that it is negligence to sign a negotiable instrument so that somebody else can tamper with it; and the wider proposition of Bovill, C.J., in a former case, *Société Générale* v. *Metropolitan Bank* (21 W. R. 335), that people are not supposed to commit forgery, and that the protection against forgery is not the vigilance of parties excluding the possibility of committing forgery, but the law of the land. It appears to me that even the modified rule laid down by Pothier, considering the principles on which that learned author himself relies for its acceptance, is not and never has been the law of England. I think this appeal ought to be dismissed, with costs.

Lord WATSON, in a very long judgment, discussed the authorities, and expressed his concurrence, as did the other noble lords. The appeal was accordingly dismissed, with costs.—COUNSEL, *Asquith*, Q.C., and *E. Morton*; *Jelf*, Q.C., and *H. T. Lawrence* and *C. K. Francis*. SOLICITORS, *Smith, Fawdon, & Low*; *Saltwell, Tryon, & Saltwell*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

Re **SMITH, BAIN v. SMITH**—No. 2, 29th July.

PRACTICE—SECURITY FOR COSTS—FOREIGNER—APPLICATION MADE AFTER DELIVERY OF DEFENCE—DISCRETION OF COURT—R. S. C., 1883, ORD. 65, R. 6.

This was an appeal from a decision of Kekewich, J., who had refused

to order the plaintiff to give security for costs. The plaintiff, who was a married woman, was a Spanish subject resident in Spain. The action was commenced in 1892, and the application for security was at once made, but was ordered to stand over generally to enable the testator's will to be first proved. The will was not proved until October, 1895. A statement of claim in the action was then delivered, and a defence was delivered on the 11th of March, 1896. On the 12th of March, 1896, the defendant took out a summons renewing the application for security. Kekewich, J., held that such an application should not generally be entertained after delivery of defence, and refused the application. The defendant appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said:—I think in this case the application ought to be granted. Here is a gentleman who is the executor of his father, and who is sued by his sister for an account of his father's estate, which is divided in thirds, between the plaintiff, the defendant, and another brother. The defendant says, "I do not deny your right to an account, but I say that there are no assets coming to you at all, for there will be no residue, and therefore I ask for security for the costs of the proceedings." If there was a residue the defendant would be protected, because he would be enabled to get any costs the plaintiff might be ordered to pay out of that. But on the evidence the residue is, to my mind, extremely shadowy. I cannot go so far as to say there will not be any, but it does not look to me as if there would; and I do not see that there is any reason for not acting upon the ordinary rule applicable to such cases. I think Kekewich, J., would have done that if he had not thought that the delivery of a defence was an objection. I understand him to have held that it was too late to make the application after a defence had been put in. When you look at ord. 65, r. 6, and at the cases of *Martano* v. *Mann* (14 Ch. D. 419) and *Lydney and Wigpool Iron Ore Co.* v. *Bird* (23 Ch. D. 358), it is quite obvious that this court has considered itself to have a discretion in the matter. Here the application was made in 1892, directly the action was commenced, and there has been no waiver of any rights of the plaintiff. I think, therefore, that the ordinary order for security ought to be made; security to be given for the sum of £150.

LOPES and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Butcher; Stewart Smith.* SOLICITORS, *William A. Crump & Son; Loughborough, Gedge, Nisbet, & Drew.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re **MARRIAGE, NEAVE, & CO. (LIM.); NORTH OF ENGLAND, &c., CORPORATION** *v.* **MARRIAGE, NEAVE, & CO. (LIM.)**—No. 2, 28th and 30th July.

RATES—ARREARS—RIGHT OF DISTRESS—CHANGE OF OCCUPATION—RECEIVERS AND MANAGERS APPOINTED BY THE COURT—POOR LAW ACT (43 ELIZ. c. 2), s. 2—METROPOLITAN LOCAL MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 161; POOR RATE ASSESSMENT AND COLLECTION ACT, 1869 (32 & 33 VICT. c. 41), s. 16.

Appeal from a decision of Kekewich, J., who had dismissed a summons by the churchwardens and overseers of the parish of St. Mary, Battersea, asking that the applicants might be at liberty to distrain, for rates in arrear, upon the goods of Marriage, Neave, & Co. (Limited) in their corn and flour mills at Battersea, which goods were in the possession of receivers and managers appointed in a debenture-holders' action. The rate was made in October, 1895, for the half-year ending March, 1896, and amounted to £307, for poor rate, sewers rate, lighting rate, and general rate. A police magistrate, on summons before him, granted a distress warrant to enforce payment of the amount; but in the meantime, on the 17th of February, 1896, the debenture-holders of the company had obtained the appointment by the court of two receivers and managers, who had taken possession of the company's goods for the purpose of carrying on the business. The order appointing them did not, however, order the company to deliver up to them possession of its premises. The debenture trust deed excepted from the conveyance thereby made "such chattels in England, Wales, or Ireland as are or may be under the statutes relating to bills of sale incapable of being validly charged by any bill of sale not duly registered." The debentures themselves created a floating charge upon all property of the company both present and future not comprised in or subject to the trusts of, or effectually charged by, the trust deed. The Acts relied upon were 43 Eliz. c. 2, s. 2 (or section 3 in Chitty's Statutes), which gives the power to distrain; the Metropolitan Local Management Act, 1855 (18 & 19 Vict. c. 120), s. 161; and the Poor Rate Assessment and Collection Act, 1869 (32 & 33 Vict. c. 41), s. 16. Kekewich, J., decided that the appointment of the receivers and managers had caused a change of occupation within section 16 of the last-named Act, and that the overseers were not entitled to distrain. The churchwardens and overseers appealed. After Kekewich, J.'s, decision the receivers and managers paid a proportionate part of the rate in respect of the period since their appointment, leaving due a sum of £226 19s.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said:—Now that the case has been argued out I do not think there is really any difficulty in it. The first part of the case turns upon the question whether there has been such a change of occupation in the premises as to bring into operation section 16 of 32 & 33 Vict. c. 41. I address myself first to that question. The facts are these. On the 17th of February, 1896, Messrs. Paterson & Stephens were appointed by the court receivers and managers in an action instituted by debenture-holders against Marriage, Neave, & Co. (Limited). When you look at the order appointing them receivers you do not find—and that admission is very important—any direction for delivery up of possession to them. There is nothing in the order about that. When you come to look at the facts you do not find that they have taken possession of the land in any sense at all. They have gone on the property for the purpose of receiving and managing the income and business of the company, not doing anything to change the ostensible possession of the land; and the possession—the occupation—has not changed at all. Mr. Levett argued that, inasmuch as corporations could only keep possession by their servants, the appointment of receivers in this way was quite enough to put them out of possession. But corporations can possess in the same way as individuals; and the mere fact that receivers have been appointed by an order like this, which does not order the delivery up of possession, does not dispossess the company. I do not think, therefore, that such a change of possession is made out as is requisite to bring into operation section 16 of the Poor Rate Assessment and Collection Act, 1869. [The Lord Justice read the section, and continued:—] The old "occupier" certainly was Marriage, Neave, & Co., who were also "assessed in the rate." The overseers have not "entered in the rate book the name of" any person as "succeeding or coming into the occupation"; nor in my judgment is it necessary for them to do it. The real truth is that the company were and are still in occupation. They cannot interfere with the receiver, of course, and he is there as a manager of their business; but though he has a limited right to discharge the servants of the company, he has no right that I know of to do so contrary to a contract made by the company. It is a mistake to suppose that because a receiver can dismiss servants therefore he ousts the company from possession. He is simply receiver and manager instead of the company. If you look to the legal possession, that remains just where it was. That difficulty having been got over, we must look a little further. It is said that, under the provisions of the Acts, this rate can be distrained for only upon the person assessed, that is the offender. I agree that the offender here was the company, and that the only goods which can be taken are the goods of the company. Therefore what we have to ascertain is, Are there any goods of the company on these premises which are liable to distress? It is said there are not; first of all, because the goods on the premises belong to the trustees for the debenture-holders. That turns on the true construction of the trust-deed; and when you look at the trust-deed you find that the goods of the company are expressly excepted, not by way of precaution only and by reference to the Bills of Sale Act, but in language which is perfectly unmistakable. These goods were therefore never the goods of the trustees for the debenture-holders, but so far as that argument goes remain the goods of the company. The next point is that the debentures appear to be expressed in language so large as to include the goods of the company. But when you look at the debentures it is plain that their only effect is to give an equitable charge on those goods, and no right even to take possession of them or to appoint a receiver, but only the right to institute an action to get a receiver appointed by the court. The goods, therefore, are not the property of the debenture-holders in any sense whatever. They are the goods of the company, subject only to an equitable charge. Let us now go back and see what the rights of the overseers are. The rights of the overseers under the Statute of Elizabeth, and under the warrant which they have obtained, are to distrain for those rates upon the goods of the offender, which goods, we find, are subject to an equitable charge. Mr. Levett started the point, which was new to all of us, that if there was an equitable charge you could not distrain upon the goods at all. I agree that the power of distraining under the Statute of Elizabeth is not like a landlord's power of distress. We all know the difference: a landlord can take any goods, no matter whose, which are brought on the premises, while the overseers' power of distraining is much more restricted. But it is a strong thing to say that the existence of an equitable charge prevented the overseers receiving the rates. Their duty, as was pointed out by Mr. Warrington, is to seize the goods of the company—that, therefore, they can plainly do; and to sell the goods of the company—that they can plainly do. Therefore you get rid of all equitable charges up to that point. About the money due to the equitable mortgagor, the statute and the distress warrant shew that the bailiff has nothing to do with that. It is in accordance with what everybody understood that rates should have priority over equitable mortgages and everything else. I do not see anything in the Acts about Queen's taxes. But, as Mr. Warrington pointed out, it is the duty of the bailiff to pay the rate out of the offender's goods and to hand the balance to the owner; and that does give priority over all other charges. There is no action for these rates; and there is sense in that being the legislation on the subject, for when you come to giving rights of action questions of priority at once arise. I think the appeal must be allowed, and the overseers must be at liberty to distrain.

LOPES and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Warrington*, Q.C., and *Lyttelton Chubb; Levett*, Q.C., and *A. R. Kirby.* SOLICITORS, *W. W. Young & Son; Grundy, Kershaw, Saxon, Samson, & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

FRICKER *v.* **VAN GRUTTEN**—No. 2, 29th July.

PRACTICE—JOINDER OF PLAINTIFF—CONSENT OF PERSON TO BE JOINED—"HIS OWN CONSENT IN WRITING"—R. S. C., 1883, ORD. 16, R. 11—COMMON LAW PROCEDURE ACT, 1852 (15 & 16 VICT. c. 76), s. 34—STRIKING OUT NAME AFTER ORDER FOR PAYMENT OF COSTS BY PLAINTIFFS—COSTS, BY WHOM PAYABLE.

This was an appeal from a decision of Kekewich, J., who had refused to order that the name of one Weller, one of the plaintiffs, be struck out of the writ and all subsequent proceedings in the action. The facts sufficiently appear from the judgment of Lindley, L.J.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said:—This case is an important one, not only to the parties but also as a question of practice. It is an application by Mr. Weller, who is the trustee in bankruptcy of a person named James, and

whose name has been added as a plaintiff to an action brought before the court, to have his (Weller's) name struck out from the writ and the subsequent proceedings and from an order of this court to pay certain costs. It appears that the writ in this action was issued on the 24th of December, 1895, by the three first-named plaintiffs, Weller not being a party. Some motions or applications were made in that action, and it was considered by the plaintiffs' then solicitor, Mr. Toppin, that Mr. Weller ought to be joined. Now, there was an interview upon that subject, and there is some little controversy as to what took place. Mr. Weller says that Mr. Toppin told him it was a mere matter of form, and that he would be indemnified from all liability, or that there would be no costs to pay at all, or something of that kind. I do not think Toppin quite meets that. What was done was this. There being an application by summons that Weller's name should be added, Comins & Drewry, who were Weller's solicitors, in Weller's presence wrote on the summons these words: "We consent on behalf of Mr. Weller, the trustee." That summons with that consent upon it was taken to the chief clerk of Kekewich, J., and thereupon he made what is called a *fiat* for the addition of Weller's name as a plaintiff, and Weller's name has been added and has been there ever since, and is there still. Now, it appears that Weller afterwards found out that he had incurred greater liability for costs than he had anticipated. By what I may call an accident—I am not going into the particulars—he found out that orders were being made dismissing the plaintiffs' appeal with costs, and that his name had been added as one of the plaintiffs. He says he never intended that Toppin should, without consulting him, go on and expose him to the risk of costs. He does not deny that he did verbally consent, but he says it was upon the understanding I have mentioned, and only upon conditions. He now finds himself in a difficulty, for there is a series of orders for costs against him; and naturally he looks about to see if he cannot escape. It is now argued by his counsel that the consent given by Comins & Drewry in the words I have read did not authorize the addition of Weller's name as co-plaintiff. That question turns on the construction of ord. 16, r. 11. [The Lord Justice read the material part of the rule, and continued:—] Now the question is, What is the meaning of that rule? Unless the word "own" means a good deal, one would have thought a person who assented to what was being done in his presence would have been bound by that. But when you come to look at what the word "own" does mean, and when you understand the history of this rule, the inference is almost unavoidable that "own" means a good deal, and is, in fact, simply an abbreviated mode of expressing what was previously found more at length in section 34 of the Common Law Procedure Act, 1852. The language of that Act makes it plain enough that the consent ought to be the consent of the party himself in writing, and the reason for that is perfectly intelligible. The reason was to prevent any discussion about understandings or misunderstandings as to authority; a person is not to be added as a co-plaintiff, nor is a person's name to be used as a next friend, unless he consents in writing and signs the writing with his own hand. It must be his written consent, that is what the Common Law Procedure Act said in language quite unmistakable. The word "own" appears to me to have been introduced into this rule to emphasize what the language would have been if the Act had been closely followed, and to be a short form for continuing the enactment of the Common Law Procedure Act. Now, if that be the true construction, as I rather think it is—though certainly I hesitated a little at first—that *fiat* ought never to have been made, and Mr. Weller, who I think on the whole has the merits of the case on his side, is entitled to take advantage of the defect. I think that contention is right. I think the learned judge has attached too little importance to the use of the word "own" in the rule; he seems to treat that word as not meaning anything at all. I do not doubt, having got at that conclusion, that the chief clerk was too lax. He ought not to have passed that consent, but ought to have said it was not a proper consent; and Weller's name ought never to have been put on as a plaintiff. This case illustrates the very evil which the rule was intended to prevent. It is a very serious thing to make a man a plaintiff without his consent. To be joined as a plaintiff exposes him to very serious risks; and the rule has accordingly provided that it is not to be done without his consent in writing. It is said that this is a consent in writing; Weller did consent, and this writing was made in his presence and with his approval. But the rule means—I have not the slightest doubt now that we understand it—that there must be his own personal writing. That is the first point in Weller's favour. What, then, ought to be done? It appears that before he knew anything about it proceedings had been taken, and unsuccessfully, and the plaintiffs, including himself, had been ordered to pay certain costs. As soon as he found that out he did not lose any time. On the 3rd of March he took out the summons which is now before us, asking that the *fiat* of the chief clerk giving leave to add the applicant as a plaintiff may be rescinded, and that his name may be removed from the amended writ of summons and all subsequent proceedings in the action. The question now is, What is the right thing to be done in such circumstances? There was a time, both at common law and in Chancery, when if a man's name had been used in litigation without his authority, and an order had been made against him, he was bound by it, and his only remedy was against the solicitor who had improperly used his name. That was discussed in *Reynolds* v. *Howell* (22 W. R. 18, L. R. 8 Q. B. 398), where Lord Blackburn reviewed the decisions, and came to the conclusion that the old practice had been departed from, and that the proper order was to stay the proceedings without ordering the party improperly joined to pay the costs. The old Chancery practice seems not to have been altered so early, or at any rate not much before. That is exemplified in *Bligh* v. *Tredgett* (5 De G. & Sm. 74). There a bill had been filed in the name of a next friend, and the next friend had to pay all the costs, and was told that his only remedy was against the solicitor by whom the suit had been commenced. The question is, Which of those two rules was the correct one, or the one which is now to be adopted? The matter was discussed twice in 1879, after the Judicature Act and the rules thereunder, in the cases of *Nurse* v. *Durnford* (28 W. R. 145, 13 Ch. D. 764) and *Newbiggin-by-the-Sea Gas Co.* v. *Armstrong* (28 W. R. 217, 13 Ch. D. 310). In both those cases the point was raised distinctly whether the common law practice, as settled by the decision of Lord Blackburn, or the old Chancery practice should prevail; and the decision in both was that the practice established in the Queen's Bench Division was the more reasonable and convenient, and should prevail. In *Newbiggin Gas Co.* v. *Armstrong* Jessel, M.R., says this: "The order follows the old practice of the Court of Chancery in such cases, by which the defendant was not served with notice of the application, but was left to get his costs from the person named as plaintiff, who had afterwards to get those costs over from the solicitor. The result was that the nominal plaintiff, who had never given authority for the use of his name, had to pay the defendant's costs, and might be unable to recover them by reason of the insolvency of the solicitor. On the other hand, according to the practice of the common law courts, the defendant was served with notice of the application, and the solicitor had to pay the costs of both the plaintiff and the defendant. That appears to me to be better practice. The question is which practice is now to be followed. Since the passing of the Judicature Act that must be left to the court to determine. I have no hesitation in saying, as I have already said at the Rolls Court, though not with the same authority with which I now say it, that I think the common law practice in this case is founded in natural justice, and ought to be followed for the future." So that was settled; and, as I said, the same view was acted upon again in *Nurse* v. *Durnford*. That, then, being so, what ought we now to do? If we look at the case before Lord Blackburn, we see that the name was not struck out *ab initio*, but all further proceedings were stayed; and that appears to me the right thing to do here. Nothing would be gained by undoing what has actually been done; and to stay all further proceedings in the name of Weller, and all proceedings under any order made against him, will be sufficient to protect him, and to stop all executions under the orders for payment of costs. As regards Toppin, he appears to me to have done that which he had no right to do. He got this informal consent and made use of it, and he has occasioned the whole of the consequences which we are endeavouring to set right. Therefore, following the authorities I have cited, I think he ought to pay to Weller all the costs which Weller has incurred or been ordered to pay up to the present time, and to pay to the defendants any costs they may have incurred; Weller's costs to be paid as between solicitor and client, and the defendants' as between party and party.

LOPES and RIGBY, L JJ., delivered judgment to the same effect.—COUNSEL, *Montague Shearman; T. E. Crispe; J. Alderson Foote.* SOLICITORS, *Comins & Drewry; Sidney Toppin; Robbins, Billing, & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **GRAY, AKERS** *v.* **SEARS**—North, J., 29th July.

SETTLEMENT—LIMITATION TO NEXT OF KIN—REFERENCE TO STATUTE OF DISTRIBUTIONS.

By an indenture of settlement dated the 17th of September, 1873, and made between Mary Ann Gray of the first part, William Myers of the second part, and John Combes of the third part, after reciting that Mary Ann Gray was entitled to £665 Consols and certain furniture, the furniture was settled upon Mary Ann Gray for life, and the ultimate trust was for her "next of kin in blood according to the statute." The Consols were settled upon the wife for life with the direction that the trustee should hold them (in the event that happened, of there being no children of the marriage) "in trust for the persons or person who shall be next of kin in blood of Mary Ann Gray at the time of her decease in case she had died so intestate and unmarried." The question was whether the next of kin were entitled, or whether there was a sufficient reference to the Statute of Distributions: *Withy* v. *Mangles* (10 Cl. & F. 215), *Halton* v. *Foster* (L. R. 3 Ch. 505), and *Smith* v. *Campbell* (19 Ves. 400) were cited.

NORTH, J.—I think that the point is sufficiently clear. Lord Cottenham in *Withy* v. *Mangles* says that the testator may so express himself as to make the distribution take place under the statute. If the words "to be divided among" are not important, the cases are exactly alike. The reference to the Statute of Distributions in case of intestacy must be treated as having the same effect. What is the meaning of the words "in case she had died intestate and unmarried"? The word "unmarried" alone would not be sufficient; but I think the reference to death intestate is a sufficient reference to the statute. In *Halton* v. *Foster* Lord Hatherley says next of kin means nearest of kin, and next of kin in blood has the same meaning. It is said that reference to intestacy alone is not a sufficient reference to the statute; but why should reference be made to death intestate unless the statute is to apply? A gift to the next of kin comes to the same person, whether the lady died testate or intestate. I do not see that it makes any difference whether there is a reference to division or not. Even if there is only one person entitled, the Statute of Distributions may apply (3 P. Wms. 50, note D). Here there is a trust for the persons entitled, in that case there was a direction that the property should be divided; but it appears to me that there is no distinction whether there is a direction to divide or the property is held in trust for the persons entitled. It is said under the statute the next of kin would take as tenants in common. If, when the class is ascertained, all are

capable of taking as joint tenants, I do not see why the express words of a testator should not take effect. In my opinion, "In case she had so died intestate" amounts to a sufficient reference to the statute, and the persons who are next of kin take as tenants in common.—Counsel, *Terrell; Badcock; Ingpen.* Solicitors, *George Terrell; Crowders & Vizard; Hancock & Marrable.*

[Reported by G. B. Hamilton, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **ALBANY HOTEL CO.**—North, J., 1st August.

Injunction—Crown—Undertaking in Damages.

This was a motion on behalf of the Crown to restrain the defendant from selling wines and spirituous liquors on premises known as Nos. 9, 10, 11, and 12, Robertson-terrace, Hastings, in breach of a covenant contained in a lease from the Crown. Upon the evidence the judge held that a case for an injunction was made out, but the Attorney-General refused to give any undertaking in damages. The Attorney-General stated from his own experience that injunctions had been granted in several cases in which he had declined to give an undertaking. The defendants cited *Secretary of State for War* v. *Chubb* (43 L. T. 85).

North, J., granted the injunction in spite of the refusal of the Attorney-General to give an undertaking.—Counsel, *Attorney-General* and *Vaughan Hawkins; Swinfen Eady*, Q.C., and *Ingpen.* Solicitors, *Leggatt, Rubinstein, & Co.; Solicitor of the Treasury.*

[Reported by G. B. Hamilton, Barrister-at-Law.]

ANDREWS *v.* **GAS METER CO. (LIM.)**—Kekewich, J., 30th July.

Company—Memorandum of Association—Issue of Preference Shares—Ultra Vires—Return of Money.

The Gas Meter Co. was incorporated in 1865, with a capital limited by shares. Clause 5 of the memorandum of association provided that the nominal capital of the company was to be £60,000, divided into 600 shares of £100 each, with power to increase the capital as provided by the articles of association. Article 27 provided that the company might, with the sanction of the company previously given in general meeting, increase its capital; and article 28 that any capital raised for the creation of new shares should be considered as part of the original capital, and be subject to the same provisions in all respects as if it had been part of the original capital. With respect to dividends, article 74 empowered the directors, with the sanction of the company, to declare a dividend to the shareholders not exceeding 6 per cent., and also such bonuses as the profits should permit after deducting the dividends so declared. The bonuses were to be equally divided amongst the shareholders and the vendors of the company's business. Shares to the amount of £59,000 were issued as fully paid up. In 1865 the company purchased from the administrator of John West, deceased, a business of manufacturing meters, which they partly paid for by issuing and allotting to him, in pursuance of special resolutions passed in that behalf and altering the articles, 100 shares of £100 each fully paid up, bearing a preferential dividend of £5 per cent. The preferential dividends were to be paid out of the current profits of each year only, and the shares upon which such dividends were paid were not to entitle the holders to vote in the company or to participate in the bonuses or in any dividend beyond 5 per cent. In 1872 the company purchased the vendors' rights to their moiety of the bonuses, and by special resolution declared that the dividends might be paid after such a rate as the profits of the company would allow. Up to the present time 6 to 17½ per cent. had been regularly paid by the company on their ordinary shares and the 5 per cent. on the preference shares. A large sum of money having recently become divisible amongst the members of the company, the question arose as to the status of the holders of preference shares; and this action was brought by the ordinary shareholders against the company and the preference shareholders by which it was asked that it might be declared that all the profits of the company belonged to and ought to be equally divided amongst the ordinary shareholders of the company, or in the alternative to have it determined how and in what proportions the profits of the company (after providing for the dividend of 5 per cent. on the preference shares) ought to be divided amongst the holders of ordinary and preference shares. It was contended for the defendants that if it was *ultra vires* to issue the preference shares, as the memorandum did not contemplate the issue of preference shares, and if the power to attach a preference to new shares could not be acquired by the special resolutions passed in 1865, the preference shareholders were really in the position of ordinary shareholders, the preference part only being dropped.

Kekewich, J., said that, following *Hutton* v. *Scarborough Cliff Hotel Co.* (2 Dr. & Sm. 514), he must hold that the company had no power to issue preference shares; the present holders of those shares were in the same position, notwithstanding the lapse of time, as the administrator of John West, who took them with the restrictions imposed upon them by the special resolutions of 1865. The shares were contracted to be taken with those restrictions, and as they could not be held with such restrictions they could not be held at all. The holders of the so-called preference shares could not be recognized as shareholders of the company, and were merely entitled to have their money returned to them.—Counsel, *Lawrence*, Q.C., and *Eustace Smith; Warrington*, Q.C., and *Kirby.* Solicitors, *Blyth, Dutton, Hartley, & Blyth.*

[Reported by C. C. Hensley, Barrister-at-Law.]

GERMAINE *v.* **THE LONDON EXHIBITIONS (LIM.)**—Kekewich, J., 31st July.

Nuisance—Assemblage of Cabs—Exhibition—Injunction.

This was a motion by the plaintiff, residing near the Earl's Court Exhibition, to restrain the defendants from carrying on their exhibition at Earl's Court in such a way as to cause a nuisance. Three separate nuisances were complained of—viz.: (1) the noise arising from a gas engine used for the purpose of working the lift in the Belvedere Tower, which stands only 150ft. from the plaintiff's house in Philbeach gardens; (2) the constant playing of the bands on a bandstand 130 yards from the plaintiff's house between the hours of 3 p.m. and 11 p.m.; and (3) the assembling of cabs, some 300 in number, in Philbeach gardens every week-day evening from 9 to 11 for the use of the visitors to the exhibition. As regards the first two nuisances they had been abated since the commencement of this action. As regards the cabs, complaints had been made to the Commissioner of Police, but the reply received was that the cabs must go on for the present season, and that next season others should have a turn. It was contended that the defendants were the proximate cause of the nuisance arising from the assemblage of cabs, and ought to be restrained, on the authority of *Barber* v. *Penley* (41 W. R. Dig. 152), and *Bellamy* v. *Wells* (39 W. R. 158).

Kekewich, J., said he did not see his way to grant, on motion, an injunction against the defendants as regards the alleged nuisance from cabs. That part of the case seemed very different from *Barber* v. *Penley*, for the nuisance here complained of was apparently attributable to the action of the police authorities, and not to that of the defendants. The question required serious consideration, and he would not now decide it. He would therefore make no order on the motion, accepting the defendants' assurance that the working of the gas engine would be continued in its present modified form, and that the bandstand should be removed to a different position as proposed. The plaintiff would have liberty to renew the motion if necessary.—Counsel, *Bramwell Davis*, Q.C., *A. & B. Terrell*, and *G. A. Scott; Renshaw*, Q.C., and *Theobald.* Solicitors, *Smiles & Co.*

[Reported by F. T. Duka, Barrister-at-Law.]

FILBY *v.* **HOUNSELL**—Romer, J., 31st July.

Vendor and Purchaser—Specific Performance—Name of Vendor not Appearing in the Offer of Purchaser—Identification of Vendor—Agency—Statute of Frauds (29 Car. 2, c. 3).

This was an action for specific performance, to which the Statute of Frauds (*inter alia*) was relied upon as a defence. The facts of the case were as follow. The plaintiff Mrs. Filby in September, 1895, instructed Messrs. Frank Jolly & Co. to put up certain leasehold premises for sale. There was a memorandum indorsed on the printed conditions of sale, in which the purchaser acknowledged that he had purchased the property for the sum of £ , and had paid to Messrs. Frank Jolly & Co., the auctioneers, the sum of £ as a deposit and in part payment of the said purchase money, and agreed "to pay the balance of the purchase money and to complete the purchase according to the within conditions of sale." The premises were not sold at the auction, but next day the defendant wrote to Messrs. Jolly: "I hereby offer the sum of £350 for the house," &c., "and if my offer is accepted I will pay deposit and sign contract on the auction particulars." Messrs. Jolly replied, "On behalf of our client Mrs. M. A. Filby, we beg to accept your offer of £350 for the house, subject to contract as agreed. We enclose draft contract herewith, and shall be glad to receive same, signed, together with cheque for deposit at your early convenience." The draft contract enclosed was practically identical with the memorandum endorsed on the printed conditions of sale. It was never signed by the defendant. For the defendant it was argued that the vendor was not sufficiently identified in the auction particulars, and that he (the defendant) had signed nothing which directly or by sufficient reference set forth in writing who the vendor was.

Romer, J., held that the plea of the statute would not avail the defendant. For the purpose of satisfying the statute it was sufficient that the written contract should shew who the contracting parties are, although they or one of them might be agents or an agent for others, and it made no difference whether or not the fact of agency could be established from a written document.—Counsel, *Buckmaster; Biddull.* Solicitors, *Lewis & Co.; J. R. Pakeman.*

[Reported by J. Arthur Price, Barrister-at-Law.]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

July 31.—Alun Lloyd (Rhyl, North Wales).

July 31.—Samuel Tilley (15, Brondesbury-road, Kilburn; and carrying on business at 25, Bedford-row, and 56, High-road, Kilburn).

Aug. 5.—Isaac Bugg Coaks (Bank Plain, Norwich).

Aug. 5.—William Martin Baker (10, Gray's-inn-square, London).

SOLICITOR ORDERED TO BE SUSPENDED FROM PRACTICE FOR TWO YEARS.

Aug. 3.—Charles Crank Sharman (35, Broadway, Stratford). Order to lie in the office for three months.

The Paris correspondent of the *Times* announces the death, at the age of sixty-five, of M. Clausel De Coussergues, one of the most distinguished members of the Paris bar.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Annual Report.

(*Continued from page* 687.)

Long Vacation Business.—In August last the Council received a letter from the Lord Chancellor, asking for the opinion of the Council on a suggestion which had been made to him as to the desirability of repealing the rule under which the Long Vacation does not count in the computation of time for delivering or amending pleadings. His lordship intimated that he felt inclined to propose that, instead of the whole time of the Long Vacation up to the 24th of October being excluded, the exclusion should stop on the 24th of September. The Council approved of the suggestion, and addressed a letter to the Lord Chancellor on the subject At the special general meeting of the Society, held on the 31st of January, 1895, a resolution was passed to the effect that the Long Vacation should be materially shortened, and that during the Long Vacation pleadings should be delivered, and the other formal business mentioned in the annual report of the Council in July, 1893, transacted. The Council forwarded to the Lord Chancellor a copy of the resolution, and, following the views expressed in the annual report of 1893, suggested that, in addition to the delivery of pleadings, the following business should be transacted during the Long Vacation, viz.:—In the Chancery Division: (1) The appointment of new trustees and of trustees under Settled Land Acts and otherwise, and all other applications under the Settled Land Acts and the Settled Estates Acts. (2) Applications under the Vendor and Purchasers Acts, 1874. (3) The issuing of summonses under order 55, and dealing with the subject of the application. (4) Applications relating to the guardianship and maintenance of infants. (5) Applications under the Infants' Marriage Settlements Acts, or in a pending action where an infant is a ward of court. (6) Applications under the Conveyancing Acts. (7) All unopposed applications for payment into or out of court. (8) The taxation of costs in all cases where a fund, whether in or out of court, has to be divided, and in all other cases where urgent and special reasons can be shewn. (9) Accounts and inquiries directed by any order, if the judge so orders. In the Queen's Bench Division: (1) Taxation of costs. (2) Applications by married women under the Fines and Recoveries Abolition Act. (3) Applications for the appointment of an arbitrator or umpire, and other matters of procedure under the Arbitration Act, 1889. In the Probate, Divorce, and Admiralty Division: Decrees absolute for divorce. A letter in reply was received by the Council from the Lord Chancellor to the effect that the Chancery judges thought that this would mean that the whole of the noncontentious work of the Chancery Division should be carried on during the Long Vacation, and asking the Council whether that was the suggestion which they intended to make. To this inquiry the Council replied that they remained of opinion that the whole of the business above mentioned ought to be transacted throughout the Long Vacation. At the annual provincial meeting at Liverpool a resolution was passed to the effect that "the Long Vacation, as such, should be entirely abolished, and that the courts and offices should be kept open continuously throughout the year, except during the usual short recess at Easter, Whitsuntide, and Christmas, or for the week before Easter Sunday and the week after, the last week in August and the first week in September, the last ten days of December and the first four days of January." This resolution was laid before the Council, and it was referred to the Legal Procedure Committee for consideration and report, but the committee did not report on the subject because notice was in the meantime given to the Council of the intention of members to propose a resolution on the subject at the special general meeting to be held on January 31, 1896. At that meeting a resolution was passed "That the rescission of order 64, rules 4 and 5, of the Rules of the Supreme Court is desirable, and that the Council be requested to bring this resolution to the notice of the Rule Committee." The Council did not think it expedient to carry the recommendation contained in the resolution into effect, and they reported their decision in this respect to the members at the general meeting held on April 24, 1896, when the confirmation of the resolution passed in the previous January was moved and seconded and fully discussed, but on a division was negatived.

(*To be continued.*)

LEGAL NEWS.

OBITUARY.

The Right Honourable Sir William Grove, formerly a judge of the High Court, died on Saturday in last week in his eighty-sixth year. He was the son of Mr. John Grove, of Swansea, and was born on the 11th of July, 1811. He was educated at Brasenose College, Oxford; and was called to the bar in 1835, and was appointed a Queen's Counsel in 1853. He was for some years the leader of the South Wales and Chester circuits. He was appointed in November, 1871, a judge of the Court of Common Pleas, in succession to Sir Robert Collier, who had been appointed to that office in order to qualify him for the office of paid member of the Judicial Committee. Mr. Justice Grove was a useful, if not a brilliant, member of the bench; and was, of course, much more eminent as a scientific man than as a lawyer. His essay on the Correlation of Physical Forces, which was published in 1846, has been translated into almost all the languages of Europe. He was a Fellow of the Royal Society, and in 1866 was president of the British Association at Nottingham. He retired from the bench in 1887, and was sworn a member of the Privy Council. He married in 1837 a daughter of Mr. John Dixon Powles, who died in 1879, by whom he had six children.

APPOINTMENTS.

Mr. W. R. M'Connell, barrister, has been appointed Chairman of the County of London Sessions, in place of Sir Peter Edlin, resigned.

Mr. R. Loveland Loveland, barrister, has been appointed Deputy-Chairman of the County of London Sessions.

Mr. W. H. Butler, barrister, has been appointed Revising Barrister for the nine Parliamentary divisions of Liverpool, in succession to Mr. M'Connell, who has been appointed Chairman of the County of London Sessions.

Mr. Augustine Birrell, Q.C., M.P., has been appointed Quain Professor of Law at University College, London, in succession to Mr. Thomas Raleigh.

CHANGES IN PARTNERSHIPS.

Dissolution.

Edward Scott, Harry Scott, and Thomas King Warhurst, Solicitors, (Scott & Warhurst), Herne Bay and Whitstable. October 4.
[*Gazette*, August 4th.

GENERAL

On Friday in last week Lord Justice Lindley intimated that the Court of Appeal No. 2 would not be able during the remainder of the sittings to hold a full court with three judges.

The *Times* announces the death of Justice Calvin E. Pratt, of the Supreme Court of the State of New York. He served in the Civil War, and at the disastrous battle of Bull Run was mentioned for bravery. President Lincoln, on the recommendation of General M'Clellan, made him a brigadier-general, and he succeeded General Hancock as commander of the old Sixth Army Corps. After the close of the war he took up his residence and resumed law practice in Brooklyn, New York. In the year 1869 he was elected to the Supreme Court Bench of New York State, and in 1877 was re-elected for a term of fourteen years, and in 1891 re-elected for another term of fourteen years.

The *Daily Telegraph* says that a notice respecting the recent resignation of Lieut.-Colonel Coltman, of the Inns of Court Rifle Volunteers, is published in the battalion orders of that corps in the following terms: "The commanding officer deeply regrets to announce to the battalion that the resignation of Lieut.-Colonel W. B. Coltman, in compliance with the regulation which compels officers who have reached a specified age to retire, has been accepted, and that a service which exceeds in length that of every other member of the corps, past and present, has been terminated. His services are as follows: Private, January 12, 1860; Sergeant, March, 1860; Ensign, February, 1861; Lieutenant, September, 1866; Captain, November, 1869; Major, December, 1876; Hon. Lieutenant Colonel, March, 1886; assumed command of the battalion, June 20, 1895; retired July 29, 1896; total service, thirty-six years six months seventeen days. No one has ever served the corps with greater energy or devotion; no more staunch comrade has worn its uniform; and no one has handled his command with greater tactical skill. Colonel Coltman has the satisfaction of knowing that he leaves the corps stronger by sixty men than it was when he assumed the command." Colonel Coltman will be permitted to retain his rank and to continue to wear the uniform of the corps on his retirement.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Aug. 10	Mr. Pemberton	Mr. Jackson	Leach
Tuesday 11	Ward	Clowes	Godfrey
Wednesday 12	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Aug. 10	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 11	Holt	Lavie	Pugh
Wednesday 12	Farmer	Carrington	Beal

The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1896, both days inclusive.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

August 13.—Messrs. Beadel, Wood, & Co., at the Mart, at 2, the Hedingham Castle Estate, on the borders of Essex and Suffolk, together with the Mansion and some 1,500 freehold acres. The property includes a perfect specimen of a Norman Castle keep, it has many and varied historical associations, and Queen Matilda is said to have died there. Also the Manors of Hedingham Uplands, Hedingham Burroughs, Grays, Pryors, and Pryors Glassocks, Essex. Solicitors, Messrs. Lawrence, Graham, & Co., London (see advertisement, page 3 of last week's issue).

August 13.—Messrs. Norton, Trist, Gilbert, & Co., at the Mart, at 2, a Fruit Farm known as The Green Farm, Bredhurst, Kent, comprising about 8½ acres, with residence and outbuildings. Solicitors, H. E. Moojen, Esq., and H. A. Phillips, Esq., London.—A Leasehold Villa at Wandsworth-common. Solicitor, W. Osborne-Jones, Esq.

London.—And also a Leasehold House at Hoe-street, Walthamstow. Solicitors, Messrs. Tarry, Sherlock, & King, London (see advertisements in this week's issue, page 3).

August 13.—Messrs. Stimson & Sons, at the Mart, at 2, Freehold Blocks of Offices in Water-lane and Savage-gardens, near the Tower, producing £634 per annum. Solicitors, Messrs. Hatchett-Jones & Co., London, and Messrs. Gunner & Renny, Bishop's Waltham, Hants (see advertisement in this week's issue, page 3).

RESULTS OF SALE.

Messrs. H. E. Foster & Cranfield held their usual periodical sale (No. 576) at the Auction Mart on Thursday last, when the following prices were realized: Reversion to a Moiety of £1,526 India Three and a Half per Cent. Stock, receivable on decease without issue of a male life aged 63, together with contingency policy, sold for £500; Absolute Reversion to One-fourth of £1,674 Consols, life aged 76, sold for £240; Absolute Reversion to One-ninth of certain Chief Rents at Manchester, producing £114 per annum, together with other investments, life aged 52, sold for £380; Absolute Reversion to One-eighteenth of £9,900 Consols, on life aged 64, sold for £280; Absolute Reversion to One-third of an Estate, invested in Railway and other Securities, of the value of about £11,300, on life aged 67, together with share of income amounting to £50 per annum, sold for £2,020; Life Policy for £500 in Scottish Widows' Fund, life aged 54, sold for £376; Life Policy for £500 in National Provident Institution, same life, sold for £230; Life Policy for £500 in Norwich Union, life aged 63, sold for £160; Fully-paid Life Policy for £500 in same Office, life aged 66, sold for £475; Life Policy for £2,000 in English and Scottish Law Life Office, life aged 45, sold for £350; Life Policy for £2,500 in Law Union and Crown Office, life aged 58, sold for £1,650; the Absolute Reversions to Three One-ninth Shares in Feu Duties arising from the Montpelier Park Estate, Edinburgh, and in other investments were sold privately before the auction.—Messrs. H. E. Foster & Cranfield will hold their mid-monthly sale on August 20, as usual.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[Advt.]

WINDING UP NOTICES.

London Gazette—Friday, July 31.

JOINT STOCK COMPANIES.

Limited in Chancery.

Birkenhead Park School, Limited—Creditors are required, on or before Sept 8, to send their names and addresses, and particulars of their debts or claims, to James Simm, 56, Hamilton sq, Birkenhead

Estates Improvement Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to Fredk. Seymour Salaman, 3, Bucklersbury

Henry Praeger & Co, Limited (in Liquidation)—Creditors are required, on or before Sept 11, to send their names and addresses, and particulars of their debts or claims, to Henry Praeger, 26, Great St Helen's. Worthington & Co, 35, Eastcheap, solors for liquidator

Lancashire Automatic Supply Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to John Thomas Ogden, King st, Rochdale. Molesworth & Mattley, Rochdale, solors for liquidator

Robert Scott, Limited—Creditors are required, on or before Monday, Sept 14, to send their names and addresses, and particulars of their debts or claims, to Mr John Baker, Chiswell House, Finsbury pavement. Harman & Co, 7, King st, Cheapside, solors for liquidator

Shelmerdine & Sons, Limited—Creditors are required, on or before Aug 15, to send their names and addresses, and particulars of their debts or claims, to William Chaloner, 2, Warren st, Stockport. Lake & New, Stockport, solors to liquidator

United Kingdom and Foreign Investment and Finance Co, Limited—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to Egerton Hugh Edmondstone Hensley, 96 and 97, Palmerston bldgs, Old Broad st

London Gazette.—Tuesday, Aug. 4.

JOINT STOCK COMPANIES.

Limited in Chancery.

Agnes Block, Limited—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to Lionel Henry Lemon, 4, King st, Cheapside

De Mare Incandescent Gas Light System, Limited—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to J. H. Sheldrake, 111, Palace chmbrs, Westminster. Abrahams & Co, 8, Old Jewry, solors to liquidator

Duval Restaurants for London, Limited—Petn for winding up, presented Aug 1, directed to be heard on Aug 12. Elgar, 48, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 11

John T. Iles & Son, Limited—Petn for winding up, presented Aug 3, directed to be heard on Wednesday, Aug 12. Torr & Co, 38, Bedford row, agents for Osborne & Co, Bristol, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7

Mayfair Property Co, Limited—Petn for winding up, presented July 31, directed to be heard on Aug 12. Mackrell & Co, 21, Cannon st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 11

Positive Nut Lock Washer Syndicate, Limited (in Liquidation)—Creditors are required, on or before Aug 17, to send their names and addresses, and particulars of their debts or claims, to Tom Ernest Spurr, 3, Broad st buildings

Seacombe Drapery and Outfitting Co, Limited—Creditors are required, on or before Sept 19, to send their names and addresses, and particulars of their debts or claims, to T. Theodore Rogers, Maridon chmbrs, 30, North John st, Liverpool

Tebw Hill Roadstone Co, Limited—Creditors are required, on or before Aug 31, to send their nomes and addresses, and particulars of their debts or claims, to Alexander Charles Nicholson, Oswestry, or to George Edward Woodford, Ruabon, Denbigh. Walker & Co, Chester, solors to liquidators

Tosh & Ashton, Limited—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to Algernon Osmond Miles, 28, King st, Cheapside

Unlimited in Chancery.

Great Western Hotel Co—Creditors are required, on or before Sept 16, to send in their names and addresses, and particulars of their debts or claims, to Edward D. Stokes, Great Western Royal Hotel, Paddington

FRIENDLY SOCIETY DISSOLVED.

Bradford Labourers' Friendly Accident and Burial Society, Manor House, North Gate, off Westgate, Bradford, York. July 29

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, July 24.

Barker, Joseph, Stafford Sept 1 Sanders & Co, Birmingham

Barton, Edward, Coventry Aug 20 Minster, Coventry

Blake, Frederick John, Hyde Park Aug 20 Wordsworth & Co, Threadneedle st

Bond, George, Derby, Civil Engineer Oct 21 Pierce, Nottingham

Booth, Webster, Mirfield, York, Rate Collector Sept 1 Wilson, Mirfield

Braithwaite, Ann, Burton, Westmrld Aug 24 Poultney, Ulverston

Briggs, Abram Naylor, Highgate rd Aug 25 Bohm, Old Jewry

Brook, Charles William, Huddersfield Sept 5 Brook & Co, Huddersfield

Cakebread, John, Harlesden, Licensed Victualler Aug 12 Jones, Finsbury pavement

Champion, Thomas Robert Sloane, Gravesend, Kent Sept 1 Homewood, Old Jewry chmbrs

Coomer, Mary Ann, Fulham Aug 31 Gellatly & Warton, Lombard ct

Copestake, Thomas, Nottingham Sept 30 Sewell, Queen Victoria st

Dawson, William Henry, St Leonards on Sea Aug 15 Leslie & Hardy, Bedford row

Ekin, James, Little St James st Sept 2 Rhodes & Son, Dowgate hill

Ewings, Rachal, Bakewell, Derby Sept 30 F & H Taylor, Bakewell

Fenton, Alfred, Brompton Aug 31 Phillips, Gresham House

George, William, Nottingham Sept 30 Green & Williams, Nottingham

Gordon, Thomas Dempster, Charing Cross Hotel Sept 15 Vandercom & Co, Bush lane

Head, Simpson, Eastbourne Aug 24 Coles & Sons, Eastbourne

Hollings, Richard, Hunslet, Leeds, Innkeeper Aug 19 Bowling & Son, Leeds

Holt, Henry, Scartho, Lincoln, Farmer Sept 1 Sharpley & Son, Louth

Hyman, Lizzie, Liverpool Aug 14 Parkinson & Hess, Liverpool

Jervis, James, Cambridge, Gardener Aug 31 Burrows, Cambridge

Jones, Sarah, Leicester Sept 1 Daniel, Leicester

Lowe, Priscilla, Miles Platting, nr Manchester Sept 11 Farrar & Co, Manchester

Michell, John, Forcett Park, York Sept 21 Tylee & Co, Essex st, Strand

Price, Robert Albert, Ealing Aug 31 Isaac Cooke & Sons, Bristol

Sharpus, Tryphena, Brighton Sept 1 Rooke & Sons, Lincoln's inn fields

Taylor, Ann, Moss Side, Manchester Aug 21 Lawton, Manchester

Tennent, Helen Howorth, Kensington Aug 31 Prior & Co, Lincoln's inn fields

Tompsett Benjamin, Yalding, Kent Sept 1 Bass, Tunbridge Wells

Young, Margaret, Jarrow, Durham Sept 10 Stobo & Livingston, Jarrow

BANKRUPTCY NOTICES.

London Gazette.—Friday, July 31.

RECEIVING ORDERS.

Ambler, John Lewis, Shrewsbury, Butcher Shrewsbury Pet July 29 Ord July 29

Aytoun, Mary Eliza, Cambridge ter, Hyde Park High Court Pet June 9 Ord July 28

Banks, John Thomas, York York Pet July 29 Ord July 29

Barnard, George, Egham, Surrey, Beer Retailer Kingstone, Surrey Pet July 28 Ord July 28

Best, Elizabeth, Barnsley, Yorks, Fruiterer Barnsley Pet July 27 Ord July 27

Bold, James, Ashton on Mersey, Bricklayer Liverpool Pet July 29 Ord July 29

Brown, William, Bradford, Grocer Bradford Pet July 29 Ord July 29

Davies, William Owen, Llanfairpwllgwyngyll, Licensed Victualler Bangor Pet July 29 Ord July 29

Davis, Horace James, Kingswood, near Bristol, Builder Bristol Pet July 29 Ord July 29

Davis, Emma, Bridgwater, Somerset, Greengrocer Bridgwater Pet July 27 Ord July 27

Davis, Richard, Cardiff Cardiff Pet July 27 Ord July 27

Della Roccella, Louisa, Kensington Palace mns High Court Pet July 4 Ord July 28

Dewar, William, Thirsk, Innkeeper Northallerton Pet July 28 Ord July 28

Dudley, Benjamin, Wolverhampton, Iron Moulder Wolverhampton Pet July 28 Ord July 29

Earl, Harry Daniel Earl, Strand, Architect High Court Pet July 29 Ord July 29

Evans, David Owen, Ferndale, Glam, Butter Merchant Pontypridd Pet July 29 Ord July 29

Grant, Albert, Tokenhouse bldgs, Banker High Court Pet June 11 Ord June 26

Grist, Henry, Horsham, Engineer Brighton Pet July 29 Ord July 29

Halford, John, Hollinwood, Lancs, Insurance Agent Oldham Pet July 9 Ord July 24

Jones, Alfred, Wrexham, Paperhanger Wrexham Pet July 27 Ord July 27

Jones, Henry, Swansea, Licensed Victualler Swansea Pet July 28 Ord July 28

Jones, John, Aberdare, Grocer Aberdare Pet July 28 Ord July 28

Key, Sarah Ann, Tewkesbury, Pork Butcher Cheltenham Pet July 28 Ord July 28

Lee, William Henry, Maxton, Dover, Traveller Canterbury Pet July 28 Ord July 28

Lloyd, Thomas, Porth, Glam, Grocer Pontypridd Pet July 27 Ord July 27

Ludlam, John Spencer, Thomas Boat, and Thomas Henry Herbert, Leicester, Boot Manufacturers Leicester Pet July 25 Ord July 25

Mackwood, Henry Keith, Scarborough, Potato Dealer Scarborough Pet July 29 Ord July 29

Mitchell, William James, Redruth, Ironfounder Truro Pet July 27 Ord July 27

Morrish, Albert, Exeter, Butcher Exeter Pet July 28 Ord July 28

Neil, Joseph, Walton, Liverpool, Plumber Liverpool Pet July 15 Ord July 29

Norris, Jesse, Sheffield, Carriage Builder Sheffield Pet July 28 Ord July 28

Pascoe, Samuel, Camborne, Cornwall, Coal Dealer Truro Pet July 29 Ord July 29

Poynter, James, Chester st, Grosvenor pl, Colonel High Court Pet July 11 Ord July 29

Pugh, William, Wem, Salop, Tailor Shrewsbury Pet July 27 Ord July 27

Read, Herbert William, Nailour st, Caledonian rd, Cab Proprietor High Court Pet July 27 Ord July 27

Robotham, Henry Raynor, Derby, Plumber Derby Pet July 29 Ord July 29

Rowland, John, Stockton on Tees Stockton on Tees Pet July 25 Ord July 25

SCOTT, JOHN JAMES, Torpenhow, Cumbrld, Farmer Carlisle Pet July 15 Ord July 27
SEDDON, EMILY, Camden Town High Court Pet July 1 Ord July 16
SWIFT, ALBERT JAMES, Reading, Berks, Tobacconist Reading Pet July 28 Ord July 28
THOMAS, EDGAR, and WILLIAM THOMAS, Porth, Glam, Wheelwrights Pontypridd Pet July 4 Ord July 4
TRUMAN, JONATHAN HALL, Whittlesey, Cambridges, Dealer Peterborough Pet July 14 Ord July 28
TYPE, ANDREW EDWIN, Exmouth, Coal Merchant Exeter Pet July 27 Ord July 27
WALNE, GEORGE, Walpole, Suffolk, Grocer Gt Yarmouth Pet July 29 Ord July 29
WARD, RANDALL IRONSIDE, Kensington High Court Pet March 25 Ord July 2

ORDER RESCINDING RECEIVING ORDER.

LAWRENCE, R., Imperial Institute, Gent High Court Rec Ord July 8, 1896 Resc July 25

FIRST MEETINGS.

AMBLER, JOHN LEWIS, Shrewsbury, Butcher Aug 8 at 11 Off Rec, 42, St John's hill, Shrewsbury
BANKS, JOHN THOMAS, York, Wheelwright Aug 14 at 12 Off Rec, 28, Stonegate, York
BARNARD, JOHN, Lowestoft, Smackowner Aug 8 at 12.30 Off Rec, 8, King st, Norwich
BARNETT, WILLIAM PENTON, Whitchurch, Hants, Haulier Aug 7 at 12.30 Off Rec, Salisbury
BARROW, CHARLES HENRY, Wolverhampton, Hairdresser's Assistant Aug 11 at 11 Off Rec, Wolverhampton
BARROW, SARAH HADEN, Wolverhampton, Hairdresser Aug 11 at 11.15 Off Rec, Wolverhampton
BREVERS, JOSEPH WILLIAM, Thorne, Yorks, Farm Bailiff Aug 8 at 12 Off Rec, Figtree lane, Sheffield
CHEALS, TOM, Gt Grimsby, Tobacconist Aug 8 at 11 Off Rec, 15, Osborne st, Gt Grimsby
DAVIDSON, JOHN JAMES, Carlisle, Cycle Agent Aug 14 at 2 Off Rec, 29, Lowther st, Carlisle
ETHERTON, HARRY HUGH PARKER, and HARVEY PARKER ETHERTON, Worthing, General Masons Aug 11 at 3.15 Melville Green, Chapel rd, Worthing
EVANS, EVAN, Wrexham, Insurance Agent Aug 7 at 1 The Priory, Wrexham
FAULKNER, CHARLES, Coven, Staffs, Farm Bailiff Aug 11 at 12 Off Rec, Wolverhampton
FEATHER, JAMES, Oxenhope, Yorks, Wool Dealer Aug 7 at 12 Off Rec, 31, Manor row, Bradford
FLETCHER, CHARLES JOSEPH, Old Kent rd, Draper Aug 7 at 11 Bankruptcy bldgs, Carey st
GILROY, JOHN GEORGE, South Shields, Accountant Aug 17 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
GRIDLEY, GEORGE, Bristol, Grocer Aug 12 at 3.15 Off Rec, Bank chmbrs, Corn st, Bristol
HARVEY, WILLIAM M, Theale, Somerset, Cattle Dealer Aug 12 at 15.15 Off Rec, Bank chmbrs, Corn st, Bristol
HAYWARD, ERNEST MALCOLM, Cross st, Hatton grdn Aug 7 at 12 Bankruptcy bldgs, Carey st
HEDGES, WILLIAM, Ealing Aug 11 at 2.30 Bankruptcy bldgs, Carey st
HIRST, PHINEAS, Bradford, Yorks, Stuff Manufacturer Aug 11 at 12 Off Rec, 31, Manor row, Bradford
HUDSON, RICHARD, Bingley, Yorks, Innkeeper Aug 12 at 11 Off Rec, 31, Manor row, Bradford
JEFFERIES, HENRY, Appleshaw, Hants, Baker Aug 7 at 12 Off Rec, Salisbury
KING, FREDERICK, St Leonards on Sea Aug 10 at 12.30 Young & Sons, Bank bldgs, Hastings
LEAT, HENRY, Gloucester, Bookbinder Aug 8 at 3 Off Rec, Station rd, Gloucester
LEE, WILLIAM HENRY, Maxton, Dover, Traveller Aug 7 at 9.30 Off Rec, 73, Castle st, Canterbury
LOCK, WILLIAM, Exeter, Furniture Broker Aug 12 at 11 Off Rec, 13, Bedford crcs, Exeter
LUDLAM, JOHN SPENCER, THOMAS BOAT, and THOMAS HENRY HERBERT, Leicester, Boot Manufacturers Aug 11 at 12.30 Off Rec, 1, Berridge st, Leicester
LOE, JAMES BURBEY, Guildford, Surrey, Fishmonger Aug 7 at 11.30 24, Railway app, London Bridge
MANN, FRANCIS EDWARD, Deal, Plumber Aug 7 at 9 Off Rec, 73, Castle st, Canterbury
MILLARD, THOMAS EDWARD, Shaw, Lancs, Watchmaker Aug 7 at 11 Bank chmbs, Queen st, Oldham
MITCHELL, WILLIAM JAMES, Redruth, Ironfounder Aug 11 at 12.30 Off Rec, Boscawen st, Truro
MORRISH, ALBERT, Exeter, Butcher Aug 12 at 11 Off Rec, 13, Bedford crcs, Exeter
OLIVER, SEPTIMUS, Tynemouth, Commercial Traveller Aug 17 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
POUND, CHARLES, Chiseledon, Wilts, Licensed Victualler Aug 12 at 11 Off Rec, 46, Cricklade st, Swindon
PUGH, WILLIAM, Wem, Salop, Tailor Aug 14 at 2.30 Off Rec, 42, St John's hill, Shrewsbury
RANDELL, GEORGE, Bradford on Avon, Coal Merchant Aug 12 at 3 Off Rec, Bank chmbrs, Corn st, Bristol
RANKIN, WILLIAM, Combe Down, nr Bath, Boot Maker Aug 12 at 2.45 Off Rec, Bank chmbrs, Corn st, Bristol
ROWLEY, WILLIAM, Brighton Vicarage, nr Bridlington Aug 17 at 3 Off Rec, Scarborough
THOMAS, ROBERT, Llanllechid, Labourer Aug 10 at 12.15 Railway Hotel, Bangor
TILLETT, FRANCIS, Piccadilly, Wine Merchant Aug 12 at 12 Bankruptcy bldgs, Carey st
TYPE, ANDREW EDWIN, Exmouth, Coal Merchant Aug 12 at 11 Off Rec, 13, Bedford circus, Exeter
VASS, WILLIAM, Ampthill, Beds, Baker Aug 7 at 12 Off Rec, 8t Paul's sq, Bedford
WILLIAMS, HENRY ELIAS, Llanllechid, Quarryman Aug 10 at 12 Railway Hotel, Bangor
WILLIAMS, JOHN, Penygraig, Glam, Grocer Aug 7 at 3 C5, High st, Merthyr Tydfil

ADJUDICATIONS.

BEST, ELIZABETH, Barnsley, Yorks, Fruiterer Barnsley Pet July 27 Ord July 27
BOLD, JAMES, Ashton on Mersey, Chas, Bricklayer Liverpool Pet July 29 Ord July 29
BROWN, WILLIAM, Bradford, Yorks, Grocer Bradford Pet July 29 Ord July 29
CUFFLYN, LYNDLEY D S, and PHILIP ROBERT MEYER, Folkestone Canterbury Pet April 30 Ord July 27
DAVIES, WILLIAM OWEN, Llanfairpwllgwyngyll, Licensed Victualler Bangor Pet July 28 Ord July 29
DAVIS, EMMA, Bridgwater, Greengrocer Bridgwater Pet July 27 Ord July 27
DAVIS, RICHARD, Canton, Cardiff Cardiff Pet July 25 Pet July 27
DEWAR, WILLIAM, Thirsk, Innkeeper Northallerton Pet July 28 Ord July 28
DILLEY, JAMES, Brighouse, Cooper Halifax Pet June 27 Ord July 27
DUDLEY, BENJAMIN, Wolverhampton, Iron Moulder Wolverhampton Pet July 28 Ord July 29
FLETCHER, CHARLES JOSEPH, Old Kent rd, Draper High Court Pet July 23 Ord July 27
GRIDLEY, GEORGE, Bristol, Grocer Bristol Pet July 24 Ord July 29
GRIST, HENRY, Horsham, Engineer Brighton Pet July 29 Ord July 29
GROCOCK, JOHN TOMLINSON, Builth, Plumber Newtown Pet July 24 Ord July 27
HAYWARD, ERNEST MALCOLM, Hatton Garden High Court Pet May 28 Ord July 28
HILL, JOHN, Bromley, Baker Croydon Pet June 22 Ord July 22
HOLT, HORACE, HENRY, Matlock Bank, Civil Engineer Derby Pet July 29 Ord July 29
JONES, ALFRED, Wrexham, Paperhanger Wrexham Pet July 27 Ord July 27
JONES, HENRY, Swansea, Licensed Victualler Swansea Pet July 28 Ord July 28
JONES, JOHN, Aberdare, Grocer Aberdare Pet July 28 Ord July 28
KEY, SARAH ANN, Tewkesbury Cheltenham Pet July 28 Ord July 28
LANE, CECIL BRUCE, Dudley, Accountant Dudley Pet July 10 Ord July 23
LLOYD, THOMAS, Porth, Glam, Grocer Pontypridd Pet July 27 Ord July 27
LYONS, LAWRENCE NATHANIEL, Hampstead High Court Pet June 3 Ord July 24
MACKWOOD, HENRY KEITH, Scarborough, Potato Dealer Scarborough Pet July 29 Ord July 29
MITCHELL, WILLIAM JAMES, Redruth, Ironfounder Truro Pet July 27 Ord July 27
MORRISH, ALBERT, Exeter, Butcher Exeter Pet July 28 Ord July 28
NORRIS, JESSE, Sheffield, Carriage Builder Sheffield Pet July 28 Ord July 28
NOTSON, WILLIAM, Holloway, Clerk High Court Pet May 23 Ord July 29
PASCOE, SAMUEL, Camborne, Cornwall, Coal Dealer Truro Pet July 28 Ord July 29
PEART, ARTHUR, Kelby, Lincs, Farmer Boston Pet July 1 Ord July 29
RICHARDSON, WILLIAM ALFRED, Camberwell, Builder High Court Pet July 1 Ord July 25
ROBOTHAM, HENRY RAYNOR, Derby, Plumber Derby Pet July 25 Ord July 29
ROWLAND, JOHN, Stockton on Tees Stockton on Tees Pet July 24 Ord July 25
SPACKMAN, JESSE, Ramsgate, Builder Canterbury Pet June 27 Ord July 27
STAFF, FRANCES, Stoke Newington High Court Pet June 18 Ord July 27
TIBBS, PERCIVAL WILLIAM, Old Broad st, Company Promoter High Court Pet June 12 Ord July 25
TYPE, ANDREW EDWIN, Exmouth, Coal Merchant Exeter Pet July 27 Ord July 27
WALNE, GEORGE, Walpole, Suffolk, Grocer Gt Yarmouth Pet July 29 Ord July 29
WILLIAMS, RICHARD JOHN PAGE, Tetsworth, Oxon, Farmer Kingston, Surrey Pet July 14 Ord July 27

ADJUDICATIONS ANNULLED.

ALEXANDER, LOUIS CHARLES, Upper Parkfields, Putney, Gent High Court Adjud May 16, 1892 Annul July 28, 1896
BARNETT, ALFRED, Newport, Mon, Money-lender's Clerk Newport, Mon Adjud Sept 25, 1893 Annul June 12, 1896

London Gazette.—TUESDAY, August 4.

RECEIVING ORDERS.

CANNOCK, THOMAS, Cheltenham, Farmer Cheltenham Pet July 30 Ord July 30
EARP, EDWIN, Loughborough, Baker Leicester Pet July 31 Ord July 31
FOSTER, MATTHEW, Hitchin, Herts, Builder Luton Pet July 30 Ord July 30
GIBBS, GEORGE, and GWILLYM HOSKINS, Cardiff, Plumbers Cardiff Pet July 30 Ord July 30
GOLDFOOT, GEORGE, Ashton under Lyne, House Furnisher Ashton under Lyne Pet July 30 Ord July 30
GORDDARD, CHARLIE, Plymouth, Ironmonger Plymouth Pet July 31 Ord July 31
GOULDING, WILLIAM, Levenshulme, Lancs, Contractor Manchester Pet May 15 Ord July 29
HATTON, WILLIAM EDWARD, Birmingham, Ironmonger Birmingham Pet July 29 Ord July 30
HUGHES, JOHN, Llanrwst, Denbighs, Joiner Portmadoc Pet July 30 Ord July 30
JONES, DAVID, Tylorstown, nr Pontypridd, Grocer Pontypridd Pet July 30 Ord July 30
JONES, JOHN, Bilston, Staffs, Pork Butcher Wolverhampton Pet July 30 Ord July 31
MOORE, THOMAS CANTLICH, and ROBERT LEASON, Foley, nr Longton, Staffs, Manufacturers Stoke upon Trent Pet July 31 Ord July 31
NORMAN, WILLIAM JOHN, Brighton, Builder Brighton Pet July 31 Ord July 31
NUTTALL, ARTHUR, Blackpool, Butcher Preston Pet July 31 Ord July 31
PRATT, HENRY JAMES DUKE, Pewsey, Wilts, Chemist Swindon Pet July 30 Ord July 30
PRICKETT, HARRIETT, Dover, Hotel Keeper Canterbury Pet July 30 Ord July 30
RILEY, EDWARD, Blackpool, Plasterer Preston Pet July 31 Ord July 31
ROE, GEORGE, Clapham, Brewer Wandsworth Pet July 30 Ord July 30
SMITH, ALFRED BENJAMIN, Gt Grimsby, Furniture Dealer Gt Grimsby Pet July 28 Ord July 28
SMITH, HERBERT RONALD, Liverpool, Stationer Liverpool Pet July 16 Ord July 31
SUDLOW, THOMAS WILLIAM, Cleethorpes, Jeweller's Manager Gt Grimsby Pet July 29 Ord July 29
TOMKINSON, HORACE JAMES, Bolton, Pianoforte Dealer Bolton Pet July 28 Ord July 28
WASHINGTON, GEORGE, Clifton, Beds, Farmer Bedford Pet July 30 Ord July 30
WEINSTEIN, MAX, Liverpool Liverpool Pet July 17 Ord July 30
WILLIAMS, EMMA WILLCOCK, Didsbury, Lancs Stockport Pet July 30 Ord July 30
WRAY, HENRY, Malton, Yorks, Innkeeper Scarborough Pet July 31 Ord July 31

FIRST MEETINGS.

BECKETT BROTHERS, Maidstone, Bicycle Makers Aug 12 at 11 9, King st, Maidstone
BOLT, HENRY PEARCE, Newport, Mon, Grocer Aug 11 at 12 Townhall, Newport, Mon
BROKENSHIRE, NICHOLAS, Windsor, Berks, Solicitor Aug 13 at 12 Bankruptcy bldgs, Carey st
BURDETT, CHARLES WILLIAM BATES, Mentmore ter, London Fields, Boot Manufacturer Aug 13 at 11 Bankruptcy bldgs, Carey st
COATES, JOHN SEAMER, Farndale, Yorks, Farm Labourer Aug 24 at 11.30 Court House, Northallerton
COLTMAN, ALFRED, High Wycombe, Bucks, Auctioneer Aug 12 at 1 Red Lion Hotel, High Wycombe
CURNOW, FRANCIS, New Barnet, Herts, Oil and Colour Man Aug 13 at 12 Off Rec, 95, Temple chmbrs, Temple avnue
DAVIS, EMMA, Bridgwater, Somerset, Greengrocer Aug 11 at 10.30 Tamlyn, High st, Bridgwater
DELLA ROCCELLA, LOUISA, Kensington Aug 13 at 2.30 Bankruptcy bldgs, Carey st
DUHAN, HARRY TAYLOR, West Kensington Aug 12 at 2.30 Bankruptcy bldgs, Carey st
EARL, HARRY DANIEL EARL, Strand, Architect Aug 13 at 11 Bankruptcy bldgs, Carey st
FEELY, JAMES, Birmingham, Provision Salesman Aug 13 at 11 23, Colmore row, Birmingham
GROCOCK, JOHN TOMLINSON, Builth, Brecon, Plumber Aug 11 at 1 Off Rec, Llandidloes
HARTLEY, JAMES, Southport, Hosier Aug 12 at 2.30 Off Rec, 35, Victoria st, Liverpool
HOLDEN, FREDERICK MESSENGER, Birmingham, Printer Aug 14 at 11 23, Colmore row, Birmingham
HOLT, HORACE HENRY, Matlock Bank, Derby, Civil Engineer Aug 11 at 12 Off Rec, 40, St Mary's gate, Derby
HOWETT, ROBERT, Haymarket Aug 12 at 12 Bankruptcy bldgs, Carey st
JOHN WILLIAM SWAIN & Co, Cardiff, Oil Brokers Aug 13 at 11.30 Off Rec, 29, Queen st, Cardiff
JONES, HENRY, Landore, Swansea, Licensed Victualler Aug 12 at 12 Off Rec, 31, Alexandra rd, Swansea
KEY, SARAH ANN, Tewkesbury Aug 13 at 2.45 Hop Pole Hotel, Tewkesbury
MUMFORD, WILLIAM, Waltham Cross, Herts Aug 12 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
PALMER, SAMUEL EBENEZER, Heathfield, Hampton, Carrier Aug 11 at 11.30 24, Railway app, London Bridge
PASCOE, SAMUEL, Camborne, Cornwall, Coal Dealer Aug 13 at 12 Off Rec, Boscawen st, Truro
PAYNE, HARRIET, Hatfield, Saddler Aug 11 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
PLANT, JAMES, Newcastle under Lyme Aug 11 at 11.15 Off Rec, Newcastle under Lyme
POUNTNEY, ROWLAND, Northfield, Worcs, Carpenter Aug 14 at 2.30 23, Colmore row, Birmingham
READ, HERBERT WILLIAM, Nailour st, Caledonian rd, Cab Proprietor Aug 12 at 2.30 Bankruptcy bldgs, Carey street
RICHARDS, BARNES, Penzance, Auctioneer Aug 13 at 12.30 Off Rec, Boscawen st, Truro
ROBOTHAM, HENRY RAYNOR, Derby, Plumber Aug 11 at 12.30 Off Rec, 40, St Mary's gate, Derby
RUSHE, ALBERT FREDERICK, Cardiff Aug 12 at 11 Off Rec, 29, Queen st, Cardiff
SIMPSON, JOSEPA, Middlesborough, Insurance Agent Aug 19 at 3 Off Rec, 8, Albert rd, Middlesborough
SKOWDON, JOHN, Darlington, Chemist Aug 19 at 3 Off Rec, 8, Albert rd, Middlesborough
SWIFT, ALBERT JAMES, Reading, Berks Aug 13 at 12.30 Queen's Hotel, Reading
SWEET, WILLIAM, Plymouth, General Dealer Aug 11 at 9.30 10, Athenæum trrce, Plymouth
TOMKINSON, HORACE JAMES, Bolton, Pianoforte Dealer Aug 11 at 3 16, Wood st, Bolton
UGLOW, WYMOND CORY, Lifton, Devon, Farmer Aug 11 at 10 10, Athenæum trrce, Plymouth
VINTON, GEORGE, Clarence rd, Wood Green Aug 13 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
WEBB, DAVID, Appleton, Berks, Farmer Aug 14 at 11 Bankruptcy Office, Oxford
WILLIAMS, HENRY JAMES, Carmarthen, Watch Jobber Aug 11 at 3.30 Off Rec, 4, Queen st, Carmarthen
WILSON, CHARLES HORACE, and WILFRED POWELL SIMS, Garlick hill Aug 14 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BANKS, JOHN THOMAS, York, Wheelwright York Pet July 29 Ord July 29
CANNOCK, THOMAS, Staverton Bridge, nr Cheltenham, Farmer Cheltenham Pet July 30 Ord July 30
EARP, EDWIN, Loughborough, Baker Leicester Pet July 31 Ord July 31
EVANS, DAVID OWEN, Ferndale, Glam, Butter Merchant Pontypridd Pet July 29 Ord July 29
GIBBS, GEORGE, and GWILLYM HOSKINS, Cardiff Plumbers Cardiff Pet July 29 Ord July 30
GOLDFOOT, GEORGE, Ashton under Lyne, House Furnisher Ashton under Lyne Pet July 30 Ord July 30
GORDDARD, CHARLIE, Opp, Plymouth, Ironmonger Plymouth Pet July 30 Ord July 31

HALFORD, JOHN, Hollinwood, Lancs, Insurance Agent Oldham Pet July 9 Ord July 30
HUGHES, JOHN, Denbigh, Joiner Portmadoc Pet July 29 Ord July 30
JACKSON, GEORGE, Ansty, Leics, Joiner Leicester Pet June 19 Ord July 28
JEFFERIES, HENRY, Appleshaw, Hants, Baker Salisbury Pet July 1 Ord July 30
JONES, DAVID, Tylorstown, nr Pontypridd, Grocer Pontypridd Pet July 30 Ord July 31
JONES, JOHN, Bilston, Staffs, Pork Butcher Wolverhampton Pet July 30 Ord July 31
MEREDITH, BENJAMIN SMITH, Godalming Guildford Pet June 13 Ord July 28
NEIL, JOSEPH, Liverpool, Plumber Liverpool Pet July 15 Ord July 30
NUTTALL, ARTHUR, Blackpool, Butcher Preston Pet July 30 Ord July 31
PRATT, HENRY JAMES DUKE, Pewsey, Wilts, Chemist Swindon Pet July 30 Ord July 30
PRICKETT, HARRIETT, Dover, Hotel Keeper Canterbury Pet July 30 Ord July 30
RILEY, EDWARD, Blackpool Preston Pet July 30 Ord July 31
ROWLEY, WILLIAM, Reighton Vicarage, Bridlington Scarborough Pet June 11 Ord July 29
SMITH, ALFRED BENJAMIN, Gt Grimsby, Furniture Dealer Gt Grimsby Pet July 28 Ord July 28
SUDLOW, THOMAS WILLIAM, Cleethorpes, Jeweller's Manager Gt Grimsby Pet July 29 Ord July 29
THOMAS, EDGAR, and WILLIAM THOMAS, Porth, Glam, Wheelwrights Pontypridd Pet July 4 Ord July 4
WASHINGTON, GEORGE, Clifton, Beds, Farmer Bedford Pet July 30 Ord July 30
WRAY, HENRY, Malton, Yorks, Innkeeper Scarborough Pet July 30 Ord July 31

ST. THOMAS'S HOSPITAL MEDICAL SCHOOL,
Albert Embankment, London, S E.

The WINTER SESSION of 1896-97 will open on FRIDAY, OCTOBER 2nd, when the prizes will be distributed at Three p.m. by the Right Hon. Lord Justice LINDLEY.

Three Entrance Scholarships will be offered for competition in September—viz.: One of £150 and one of £60 in Chemistry and Physics, with either Physiology, Botany, or Zoology, for first year's students; one of £50 in Anatomy, Physiology, and Chemistry, for third year's students.

Scholarships and money prizes of the value of £300 are awarded at the Sessional Examinations, as well as several medals.

Special classes are held throughout the year for the Preliminary Scientific and Intermediate M.B. Examinations of the University of London.

All hospital appointments are open to students without charge.

The School Buildings and the Hospital can be seen on application to the Medical Secretary.

The fees may be paid in one sum or by instalments. Entries may be made separately to lecture or to hospital practice; and special arrangements are made for students entering in their second or subsequent years, also for dental students and for qualified practitioners.

A register of approved lodgings is kept by the Medical Secretary, who also has a list of local medical practitioners, clergymen, and others who receive students into their houses.

For prospectuses and all particulars apply to Mr. Rendle, the Medical Secretary.

H. P. HAWKINS, Dean.

ORIENT COMPANY'S PLEASURE CRUISES.

The Steamship "GARONNE," 3,876 tons register, wil leave LONDON on the 25th AUGUST, for a 28 days' Cruise to the BALTIC, visiting COPENHAGEN, STOCKHOLM, ST. PETERSBURG, KIEL, BALTIC CANAL, and HELIGOLAND.

String band, electric light, high-class cuisine.

Managers: F. Green & Co.; Anderson, Anderson, & Co. Head Offices: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-avenue, London, E.C.; or to the Branch Office, 16, Cockspur-street, S.W.

NORWEGIAN FIORDS, and BALTIC.—

The s.y. "VICTORIA" sails from Tilbury as follows:—
Aug. 1, Sixteen days to Norwegian Fiords.
Aug. 20, Twenty-eight days to the Baltic and Scandinavian Capitals.
The only modern pleasure cruiser with large airy cabins; comparison invited.—Apply MANAGER, 4, Regent-street; GRINDLAY & Co., 55, Parliament-street; or any of THOS. COOK & SON'S Offices.

MADAME TUSSAUD'S EXHIBITION.—

Open at 9 a.m. during the Summer Months. Wonderful Additions. Book direct to Baker-street Station. Trains and omnibuses from all parts. Just added:—The King of Spain, Queen of Holland, &c. Richly-arranged Drawing-room Tableau. Magnificent Dresses, Superb Costumes, Costly Relics, Grand Promenade. Delightful music all day. New songs, solos, &c. Special refreshment arrangements. Popular prices. Every convenience and comfort.

MADAME TUSSAUD'S EXHIBITION,

Baker-street Station.—JABEZ SPENCER BALFOUR. THE LIBERATOR FAILURE. Open at 9 a.m. Trains and omnibuses from all parts. Admission, 1s.; children under 12, 6d. Extra rooms 6d. MADAME TUSSAUD'S EXHIBITION.

LONDON and COUNTY BANKING COMPANY (Limited).

Established in 1836, and registered in 1880 under the Companies Acts, 1862 to 1879.

Capital, £8,000,000, in 100,000 Shares of £80 each.

REPORT adopted at the Half-Yearly General Meeting, the 6th August, 1896.

WILLIAM HENRY STONE, Esq., in the Chair.

The Directors, in submitting to the Proprietors the Balance-sheet for the half-year ending 30th June last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, and allowing £26,027 7s. 2d. for rebate on bills not due, the net profits amount to £217,321 17s. From this sum has been deducted £25,000, transferred to Premises Account, leaving £192,321 17s., which, with £84,390 15s. 7d., balance brought forward from last account, leaves available the sum of £276,712 12s. 7d.

The Directors have declared an Interim Dividend for the half-year of 10 per cent. which will require £200,000, leaving the sum of £76,712 12s. 7d. to be carried forward to the Profit and Loss New Account.

The Dividend, £2 per Share, free of Income TAX, will, be payable at the Head Office, or at any of the Branches, on or after Monday, 17th August.

BALANCE-SHEET OF THE LONDON AND COUNTY BANKING COMPANY (LIMITED), 30TH JUNE, 1896.

Dr.	£	s.	d.	£	s.	d.
To Capital subscribed, £8,000,000 .....Paid up				2,000,000	0	0
To Reserve Fund				1,000,000	0	0
To Due by the Bank on Current Accounts, on Deposit Accounts, with Interest accrued, Circular Notes, &c.....				40,685,741	7	9
To Liabilities on Acceptances, covered by Cash or Securities or Bankers' Guarantees				2,571,530	12	2
To Rebate on Bills not due carried to next Account				26,027	7	2
To Net Profit for the Half-year, after making provision for bad and doubtful debts	217,321	17	0			
To Transferred to Premises Account	25,000	0	0			
	192,321	17	0			
To Profit and Loss Balance brought from last Account	84,390	15	7			
				276,712	12	7
				£46,560,011	19	8

Cr.	£	s.	d.	£	s.	d.
By Cash at the Head Office and Branches, and with Bank of England	5,302,618	2	0			
By Loans at Call and at Notice, covered by Securities	3,311,462	12	4			
				8,614,080	14	4
By Investments, viz.:—Consols (2¾ per Cent.) registered and in Certificates, and New 2½ per Cents., £6,751,991 7s. 11d.; Canada 4 per Cent. Bonds, Egyptian 3 per Cent. Bonds, and Turkish 4 per Cent. Bonds Guaranteed by the British Government.....	7,442,416	6	6			
India Government Stock and Debentures, and India Government Guaranteed Railway Stock and Debentures.....	835,070	6	10			
Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stock, and Colonial Bonds	1,626,453	18	8			
Other Securities	7,688	10	0			
				9,911,629	2	0
By Discounted Bills Current.....	12,772,550	18	10			
By Advances to Customers at the Head Office and Branches	12,249,115	6	2			
				25,021,666	5	0
By Liabilities of Customers for Drafts accepted by the Bank (as per Contra) ...				2,571,530	12	2
By Freehold Premises in Lombard Street and Nicholas Lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings ...	466,105	6	2			
By Less Amount transferred from Profit and Loss	25,000	0	0			
				441,105	6	2
				£46,560,011	19	8

Dr. PROFIT AND LOSS ACCOUNT.	£	s.	d.
To Interest paid to Customers	36,521	4	3
To Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries	237,744	9	10
To Transferred to the credit of Premises Account.....	25,000	0	0
To Rebate on Bills not due, carried to New Account.....	26,027	7	2
To Dividend, 10 per cent. for the Half-year £200,000 0 0			
To Balance carried forward 76,712 12 7			
	276,712	12	7
	£602,005	13	10

Cr.	£	s.	d.
By Balance brought forward from last Account	84,390	15	7
By Gross Profit for the Half-year, after making provision for bad and doubtful debts, and including rebate, £23,189 2s. 2d. brought from 31st Dec. last	517,614	18	
	£602,005	13	10

Examined and audited by us.

(Signed) C. SEYMOUR GRENFELL, W. J. HARTER, W. H. STONE, } Audit Committee of Directors.

W. HOWARD, JAS. GRAY, J. B. JAMES, } Joint General Managers.

JAS. GRAY, Chief Accountant.

London and County Banking Company (Limited), 21st July, 1896.

We have examined the foregoing Balance-sheet and Profit and Loss Account, have verified the Cash Balance at the Bank of England, the Stocks there registered, and the other investments of the Bank. We have also examined the several Books and Vouchers showing the Cash Balances, Bills, and other amounts set forth, the whole of which are correctly stated; and we are of opinion this Balance-sheet and Profit and Loss Account are full and fair, properly drawn up, and exhibit a true and correct view of the Company's affairs as shown by the books of the Company.

(Signed) HY. GRANT, HENRY GUNN, WILLIAM NORMAN, } Auditors.

London and County Banking Company (Limited), 23rd July, 1896.

LONDON and COUNTY BANKING COMPANY (Limited).—Notice is hereby given, that a DIVIDEND on the capital of the Company at the rate of 10 per cent. for the half-year ending 30th June, 1896, will be PAYABLE to the Proprietors, either at the Head Office, 21, Lombard-street, or at any of the Company's branches, on or after Monday, the 17th inst.

By order of the Board,

W. HOWARD, JAS. GRAY, J. B. JAMES, } Joint General Managers.

21, Lombard-street, 7th August, 1896.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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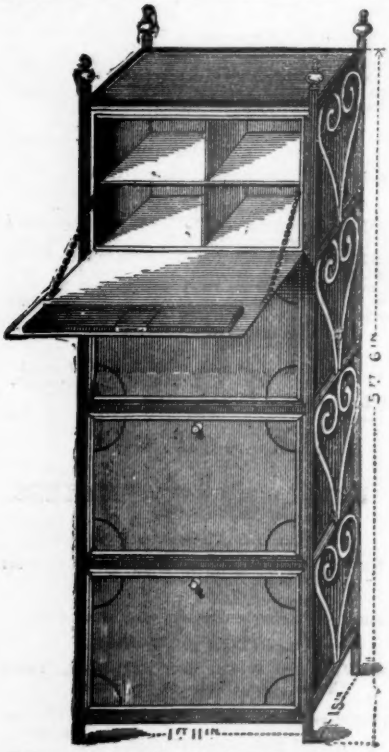

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